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Director and Health Officer

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#28 MAY 17, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

May 17, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE A SOLE SOURCE AGREEMENT WITH THE CITY OF LONG BEACH
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2016 AND TO RENEW A SOLE SOURCE
AGREEMENT WITH NURSE-FAMILY PARTNERSHIP FOR THE NURSE-FAMILY PARTNERSHIP
– LOS ANGELES PROGRAM EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012 (ALL
SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Approval to execute a sole source agreement with the City of Long Beach and to renew the Nurse-Family Partnership Program Services Agreement to continue the Nurse-Family Partnership - Los Angeles Program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute a sole source agreement with the City of Long Beach (CLB), substantially similar to Exhibit I, to support the Nurse-Family Partnership – Los Angeles Program (NFP-LA), effective July 1, 2011 through June 30, 2012, with a provision for four one-year automatic renewal periods through June 30, 2016, at an annual maximum obligation of \$114,502; for a total County maximum obligation of \$572,510, 100 percent offset by Intra-Fund Transfer (IFT) monies from the Department of Mental Health (DMH).
2. Delegate authority to the Director of DPH, or his designee, to execute amendments to the CLB Agreement that allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the agreement for a period of three months through September 30, 2016; and/or provide an increase or a decrease in funding up to 10 percent above or below each term's annual base maximum obligation, subject to review and approval by County Counsel, and notification to your Board and the

Chief Executive Office (CEO).

3. Approve and instruct the Director of DPH, or his designee, to execute a renewal of a sole source agreement, substantially similar to Exhibit II, with Nurse-Family Partnership (NFP) to support the NFP-LA Program, effective July 1, 2011 through June 30, 2012 at a maximum obligation of \$126,246, 100 percent offset by IFT monies from DMH.
4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the NFP Agreement that allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the agreement for a period of three months through September 30, 2012; and/or provide an increase or a decrease in funding up to 10 percent above or below each term's annual base maximum obligation, subject to review and approval by County Counsel, and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of these recommended actions allows for the enhancement of the NFP-LA Program under the DPH Maternal Child, Adolescent Health (MCAH) NFP Program. In 1996, DPH MCAH began providing limited NFP-LA program services and in 2000 it expanded the program countywide.

The NFP-LA program currently employs specially-trained Public Health Nurses (PHN) to provide home-based services to over 350 youth who are pregnant for the first time, living in poverty and at very high risk for poor birth and social outcomes. Goals include fostering healthier pregnancies, improving the health and development of children, and encouraging family self-sufficiency. This evidence-based program uses proven protocols and interventions to substantially better the life course of the young families by reducing their use of welfare programs, stopping child abuse and neglect, addressing drug use by pregnant women, and improving the health and development of their first-born child.

DPH recently signed a memorandum of understanding (MOU) with DMH to receive funding from the DMH, Mental Health Services Act (MHSA), Prevention and Early Intervention program to administer and deliver services to low-income pregnant teens and women in their first pregnancy who reside in Service Planning Areas (SPAs) 1, 4, 6 and 8, and countywide for the deaf and hard of hearing. Under the MOU, DPH will receive funding to enhance the NFP-LA Program. This funding will require NFP-LA to target NFP client recruitment to special populations who are most at-risk for poor health or social outcomes (e.g., those in criminal justice or on probation, with behavioral disorders or mental disease, and transitional age youth populations). In order to fully serve SPA 8, it is necessary to fund one City of Long Beach PHN via a sole source agreement that uses funds received through this MOU. In order to administer this project, the MOU clearly outlines the roles and responsibilities of both DPH and DMH.

City of Long Beach

Under the MOU between DMH and DPH, it is a requirement that DPH provide NFP-LA services in SPA 8. Therefore, DPH must enter into a sole source agreement to maintain NFP services within the very high risk areas of Long Beach. This agreement will ensure that a minimum of 22-25 at-risk youth and young women within the City's jurisdiction will receive NFP services, and will focus on recruiting special populations, as outlined in the terms of the MOU.

Since February 2000, CLB has partnered with DPH under a signed MOU (without monetary

reimbursement) to provide NFP-LA program services under the guidance of DPH MCAH. As an incorporated city in Los Angeles County, CLB maintains its own public health department and does not allow Los Angeles County PHNs to provide services within its jurisdiction. CLB previously hired its own PHN, with DPH providing program oversight and support to the PHN. CLB recently lost funding for its PHN. With the funds provided via DMH, DPH will replace the existing MOU with CLB with a sole source agreement to ensure NFP services continue in SPA 8. DMH has been notified of our intent to enter into this agreement with CLB. CLB's experience in providing NFP services since 2000 as well as being approved and fully trained by the NFP to provide these services, justify the selection of CLB for this sole source agreement.

Nurse-Family Partnership

DPH has provided NFP-LA program services since 1996. Originally DPH contracted with the University of Colorado Health Science Center (UCHSC) as they were the sole provider and proprietor of the NFP program services and protocols. In 2004, the responsibility and proprietorship was transferred to the NFP. NFP is responsible for the nation-wide replication of the NFP program and therefore is the only provider capable of providing these services, as NFP must ensure that NFP-LA continues to provide the program with fidelity to the research model and adhere to the proven protocols. This recommended action will extend the term of the current agreement, set to expire on June 30, 2011, of NFP-LA services presently being provided throughout Los Angeles County. Under this agreement, NFP will continue to provide as needed training for new nurses, ongoing nurse home visitor training, and program support for data analysis and technical assistance to continue DPH NFP-LA program services.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The sole source agreement with CLB is effective July 1, 2011 through June 30, 2012, with a provision for four one-year automatic renewal periods through June 30, 2016, at an annual maximum obligation of \$114,502; for a total County maximum obligation of \$572,510.

The renewal of the sole source agreement with NFP is effective July 1, 2011 through June 30, 2012 at a maximum obligation of \$126,246, for a total County maximum obligation of \$237,961.

Both of these agreements are 100 percent offset by IFT monies from DMH.

Funding is included in DPH's 2011-12 Recommended Budget and will be requested in future FYs, as necessary. There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

CLB Agreement:

Under the recommended agreement, CLB will continue to maintain sole responsibility for the hiring, daily supervision, and administrative oversight of its PHN. In the agreement, program objectives are defined and DPH will be responsible for ensuring these objectives are met and CLB maintains fidelity

to the NFP model. Additionally, a modification was negotiated with CLB to clarify that CLB will indemnify the County except for willful and/or negligent acts or omissions of the County.

NFP Agreement:

On February 18, 2000, your Board approved an agreement with the Board of Regents of the University of Colorado for, and on behalf of, the UCHSC for the NFP Program. UCHSC was the sole provider of these services as they were the proprietor of the program protocols and the only source for training and technical assistance.

On August 30, 2005, your Board approved an agreement with NFP when responsibility for national replication of the NFP Program was transferred from UCHSC to NFP; effective August 30, 2005 through June 30, 2006, with provisions for two one-year automatic renewal periods through June 30, 2008, at a total County maximum obligation of \$73,001.

On June 17, 2008, your Board approved renewal of a sole source agreement with NFP, effective July 1, 2008 through June 30, 2009, with provisions for two one-year automatic renewals periods through June 30, 2011, at a total County maximum obligation of \$66,510.

County Counsel has reviewed and approved Exhibits I and II as to use.

Attachment A is the signed Sole Source Checklist.

CONTRACTING PROCESS

City of Long Beach:

Under the MOU with DMH, NFP services must be provided in SPA 8, therefore DPH will enter into a sole source agreement with CLB to continue funding for one PHN to maintain NFP services within the very high-risk areas in Long Beach. As the sole provider and proprietor of the NFP program, NFP has approved CLB to provide NFP services and has provided extensive training to the CLB PHN, which has strengthened this relationship.

Nurse-Family Partnership:

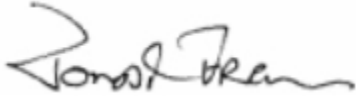
NFP is the proprietor and sole provider for the support services needed to operate this nationally acclaimed model program in Los Angeles County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will allow for the continuation of the NFP-LA Program, an evidence-based program designed to provide mental health prevention and early intervention services to low-income pregnant teens and women in their first pregnancy.

The Honorable Board of Supervisors
5/17/2011
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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:srp
#01595

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Contract No. _____

NURSE-FAMILY PARTNERSHIP PROGRAM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____
day of _____, 2011,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and CITY OF LONG BEACH (hereafter
"Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisor ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires
County's Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of chronic diseases within the jurisdiction of County;
and

WHEREAS, County desires to contract with Contractor to support DPH's Nurse
Family Partnership – Los Angeles (hereafter "Program") in accordance with the
provisions of this Agreement; and

WHEREAS, Contractor agrees to ensure all Program protocols are followed and
fidelity to the model is adhered to as specified by the Nurse-Family Partnership-National
Service Office.

WHEREAS, this Agreement is funded under a Memorandum of Understanding (MOU) between the Department of Mental Health (DMH) and DPH to administer and deliver Mental Health Services Act Prevention and Early Intervention (PEI) DMH Nurse-Family Partnership Program services; and

WHEREAS, Contractor agrees to abide by the requirements of the funding sources and all regulations issued pursuant thereto; and

WHEREAS, term "Director" as used herein refers to the County's Director of DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, Contractor is willing and able to provide the services described herein, for in consideration of the payments under this Agreement and under the terms and conditions hereafter set forth; and

WHEREAS, County is authorized by Government Code Section 3100 to contract for these services, and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

A. The term of this Agreement shall be effective July 1, 2011 and shall continue, in full force and effect unless sooner canceled or terminated as provided herein through June 30, 2012. Said Agreement shall thereafter be automatically renewed for one (1) year terms for a maximum of four (4) years, without further action by the parties hereto, until midnight June 30, 2016.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar

days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, and with or without cause, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Scope of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. MAXIMUM OBLIGATION OF COUNTY:

A. Effective July 1, 2011 through June 30, 2012, the maximum obligation of County for all services provided hereunder shall not exceed One

Hundred Fourteen Thousand, Five Hundred Two Dollars (\$114,502), as set forth in Schedule 1, attached hereto and incorporated herein by reference.

B. During the automatic renewal period of July 1, 2012 through June 30, 2013, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fourteen Thousand, Five Hundred Two Dollars (\$114,502), as set forth in Schedule 2, attached hereto and incorporated herein by reference.

C. During the automatic renewal period of July 1, 2013 through June 30, 2014, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fourteen Thousand, Five Hundred Two Dollars (\$114,502), as set forth in Schedule 3, attached hereto and incorporated herein by reference.

D. During the automatic renewal period of July 1, 2014 through June 30, 2015, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fourteen Thousand Five Hundred, Two Dollars (\$114,502), as set forth in Schedule 4, attached hereto and incorporated herein by reference.

E. During the automatic renewal period of July 1, 2015 through June 30, 2016, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Fourteen Thousand, Five Hundred Two Dollars (\$114,502), as set forth in Schedule 5, attached hereto and incorporated herein by reference.

4. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Schedule(s), attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit(s) and Schedule(s) including but not limited to time spent on the preparation of such activities.

C. All invoices shall be submitted directly to the Nurse Family Partnership- Los Angeles, 600 South Commonwealth Avenue, Suite 800, Los Angeles, California 90005, no later than fifteen (15) working days after the end of each calendar month, after the completion of each deliverable as determined by Director. Contractor agrees that Director shall have the right to withhold payment due to Contractor's underperformance until Director is satisfied that the deliverable has been completed.

D. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

E. Monthly Billing: Contractor shall bill County monthly in areas. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment.

F. Submission of Outstanding/Final Invoices and Non- Payment of Invoices:

Upon expiration or prior termination of this Agreement, Contractor shall submit to the Nurse Family Partnership-Los Angeles Program Administrator within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

G. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, ALTERATION OF TERMS Paragraph, of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of

this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.

H. Budget Modification: Contractor may modify the budget, only with the prior written approval of the Nurse Family Partnership-Los Angeles Program Administrator. Retroactive modifications are not allowed and no modification shall increase the maximum amount payable. During the first eleven (11) months of a twelve (12) month contract term, agencies may submit budget modification requests moving funds within and between any budget categories. These requests will be reviewed and considered for approval if programmatically sound and fiscally appropriated. During the final month of the contract term, budget modification requests will not be considered.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, up to ten percent (10%) above or below each term's annual base maximum obligation and make corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a

significant underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph will not be retroactive, but will apply to future services following the provision of written notice from Director, or his/her designee, to Contractor. Reallocation of funds in excess of the aforementioned amount shall be approved by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds to an Exhibit, Schedule and/or Budget category in this Agreement shall be effectuated by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. BUDGET REDUCTION: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the

majority of County employees and imposes similar reductions with respect to County Agreements, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly.

County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Agreement.

7. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated by any activity or services performed hereunder, or by any provisions of this Agreement, during any of County's fiscal years (July 1 – June 30) unless and until the Board appropriates funds for this Agreement in County's budget for each such fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date. If for any reason funding to this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

8. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such services were requested by County. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

9. INDEMNIFICATION: Except for the willful and/or negligent acts or omissions of the County, Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

10. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in the GENERAL PROVISIONS FOR ALL INSURANCE

COVERAGES and INSURANCE COVERAGE REQUIREMENTS Paragraphs of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners)

identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce California 90022

Attention: Chief of Contract Monitoring

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees

and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) calendar days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) calendar days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall

constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor

complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

11. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall include cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less

than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate.

Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

12. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is

deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS, and ALTERATION OF TERMS Paragraphs of the body of this Agreement, and all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

14. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

15. COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the

benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS, of which the terms and conditions therein contained are part of this Agreement.

17. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

18. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

19. ALTERATION OF TERMS: The body of this Agreement (including its ADDITIONAL PROVISIONS), Attachment(s), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

20. CONTRACTOR'S OFFICES: Contractor's office is located at 2525 Grand Avenue, Long Beach, California 90815. Contractor's business telephone number is (562) 570-6916; facsimile (FAX) number is (562) 570-7650, and electronic Mail (e-mail) address Patrick.west@longbeach.gov. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Nurse Family Partnership-Los Angeles
600 South Commonwealth Avenue, Suite 800
Los Angeles, California 90005

Attention: Director

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

City of Long Beach
2525 Grand Avenue
Long Beach, California 90815

Attention: Patrick West
City Manager

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CITY OF LONG BEACH
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

ADDITIONAL PROVISIONS

CITY OF LONG BEACH

Nurse-Family Partnership Program Services Agreement

ADDITIONAL PROVISIONS

CITY OF LONG BEACH
NURSE-FAMILY PARTNERSHIP PROGRAM SERVICES AGREEMENT

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ADDITIONAL PROVISIONS

CITY OF LONG BEACH **NURSE-FAMILY PARTNERSHIP PROGRAM SERVICES AGREEMENT**

1. **ADMINISTRATION:**

County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. **FORM OF BUSINESS ORGANIZATION AND FISCAL**

DISCLOSURE AND REAL PROPERTY DISCLOSURE:

A. **Form of Business Organization:** Contractor shall prepare and submit, to Director upon request, a statement executed by Contractor's duly constituted officers, containing the following information:

- (1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.
- (2) Articles of Incorporation and by-laws.
- (3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.
- (4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be

providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing detailing such changes.

C. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property

where persons are to receive services hereunder, Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

- (1) The location by street address and city of any such real property.
- (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and

stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of

ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

3. NONDISCRIMINATION IN SERVICES:

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order

to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted

by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT:

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act

for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION:

Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations.

Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONSIDERATION OF HIRING COUNTY EMPLOYEES

TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor

shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8. CONSIDERATION OF HIRING GAIN/GROW PROGRAM

PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

9. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this agreement for a minimum period of five (5) years following the expiration or prior termination of this Agreement. Contractor shall provide upon request by County, accurate and complete records of its

activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program

(4) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such

records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Agreement.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Agreement and for a minimum period of five (5) years following expiration

or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made

by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH – Department of Public Health – Financial

Services Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any

of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with

Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

10. REPORTS:

Contractor shall make reports as required by County, or DPH, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DPH, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification

thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

11. PUBLIC ANNOUNCEMENTS, LITERATURE:

Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Agreement, shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Agreement. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgment that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources. Contractor further agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Agreement, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

With respect to any such items which come into existence after the commencement date of the Agreement, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

For the purposes of this Agreement, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

12. CONFIDENTIALITY:

Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any

disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

13. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT :

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those

Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

A. DEFINITIONS

(1) "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

(2) "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

(3) “Electronic Health Record” has the same meaning as the term “electronic health record” in the HITECH Act, 42 U.S.C. section 17921.

Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

(4) “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2)

Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

(5) “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

(6) “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(7) “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

(8) “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

(9) “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past,

present or future payment for the provision of health care to an Individual;

(ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and

(iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(10) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(11) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information

System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(12) "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

(13) "Services" has the same meaning as in the body of this Agreement.

(14) "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

(15) "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

(16) Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

B. OBLIGATIONS OF BUSINESS ASSOCIATE

(1) Permitted Uses and Disclosures of Protected Health Information.

Business Associate:

- a. Shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections B (4), B (5), B (6), B (7), B (8), B (9), B (10) D (3), and E (2) of this Agreement;
- b. Shall Disclose Protected Health Information to Covered Entity upon request;
- c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

(2) Prohibited Uses and Disclosures of Protected Health Information.

Business Associate:

- a. Shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- b. Shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in

full for the health care item or service to which the Protected Health Information solely relates.

c. Shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

(3) Adequate Safeguards for Protected Health Information. Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

b. As to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and

availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

(4) Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information.

Business Associate

Shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

Shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

Shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if

the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

a. Immediate Telephonic Report. Except as provided in Section B. (4) c., notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to telephone number (562) 940-3335.

b. Written Report. Except as provided in Section B (4) c. the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

i. The notification required by section B (4) shall include, to the extent possible, the identification of each Individual whose

Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

ii. The notification required by section B (4) shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R.164.404(c), including:

(a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(d) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(e) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(f) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section B (3) (a) or (b) at the time of the notification required by section B (4) ii, Business Associate shall provide such information promptly thereafter as such information becomes available.

c. Request for Delay by Law Enforcement. Business Associate may delay the notification required by section B (4) if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is In writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

(5) Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

(6) Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

a. Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach

b. The notification required by paragraph (a) of this Section B (6) shall include, to the extent possible:

i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as

whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

iii. Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

iv. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

v. Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

vi. The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section B (6) and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

(7) Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal

practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(8) Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(9) Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(10) Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section B (10) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section B (10), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section B (10) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(11) Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or

connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

C. OBLIGATION OF COVERED ENTITY. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION

(1) Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections B(1) (as modified by Section D (2), B (4), B (5), B (6), B (7), B (8), B (9), B (10), D (3) and E (2) shall survive the termination or expiration of this Agreement.

(2) Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

a. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

b. Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

(3) Disposition of Protected Health Information Upon Termination or Expiration.

a. Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS

(1) No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or

subcontractor to comply with all the terms of this Business Associate Agreement.

(3) Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

(5) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

(6) Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

14. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

15. UNLAWFUL SOLICITATION:

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful

solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

16. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS,

CERTIFICATES:

Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Agreement.

17. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any

competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

18. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory

report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable

Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

19. RETURN OF COUNTY MATERIALS:

At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

20. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

21. DAMAGE TO COUNTY BUILDINGS, FACILITIES, OR GROUNDS:

Contractor shall repair, or cause to be repaired, at its own cost, any damage to County buildings, facilities, or grounds, caused by Contractor or any officer, employee, or agent of Contractor. Such repairs shall be made immediately after

Contractor has become aware of such damage, but in no event, later than thirty (30) calendar days after the occurrence.

If Contractor fails to make timely repairs, County may make any necessary repairs on its own. All costs incurred by County for such repairs, as determine by Director, shall be repaid by Contractor upon demand.

22. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor shall operate continuously throughout the term of this Agreement with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) attached hereto.

During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisorial position becomes vacant during the term of this Agreement, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director

regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

23. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of

any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

24. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY

CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

25. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES,

AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60)

calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to

endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration:

County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event

of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

26. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication,

narcotic, or other substance that might impair his/her physical or mental performance.

27. NOTICE OF DELAYS:

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

28. AUTHORIZATION WARRANTY:

Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

29. WAIVER:

No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

30. SEVERABILITY:

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

31. GOVERNING LAWS AND JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

32. SOLICITATION OF BIDS OR PROPOSALS:

Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

33. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:

Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

34. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and

performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

35. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C.

section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. FAILURE TO COMPLY WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the Termination for Default Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

36. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or

indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

37. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

38. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-

profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall

have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed, (2) a bona fide change in ownership or management, (3) material, or (4) any other reason that is in the best interest of County.

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment, and includes supporting documentation. Upon receiving as appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This

hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to any subcontractors/consultants of County contractors.

39. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now

in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY

TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

40. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2)

such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

41. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

42. RECYCLED CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

43. COMPLIANCE WITH THE COUNTY'S JURY SERVICE

PROGRAM:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of

hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of

the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

44. SAFELY SURRENDERED BABY LAW:

Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

45. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. The County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

Rev. 6.3.10 – approved by Counsel.

#01770 srp

County of Los Angeles – Department of Public Health
Maternal, Child and Adolescent Health (MCAH) Programs

NURSE FAMILY PARTNERSHIP-LOS ANGELES

City of Long Beach

Scope of Work

Effective July 1, 2011 through June 30, 2016

Under this Agreement, the NFP Nurse in the City of Long Beach will serve first-time pregnant teens/youth who are living in poverty within the jurisdiction of the City of Long Beach.

The focus for continuation of NFP services will be on recruiting clients from all of the Long Beach area that meet the criteria of the Prevention and Early Intervention (PEI) target populations including:

- A. Children/Youth in Stressed Families;
- B. Underserved Cultural Populations;
- C. Pregnant teens and women from stressed families;
- D. Pregnant teens or women with co-occurring mental health problems and substance abuse;
- E. Pregnant teens at risk of entry or in the juvenile justice system;
- F. Pregnant women who are risk of entry or in the criminal justice system;
- G. Pregnant teens who exhibit early signs of a severe mental illness or at risk of developing maternal depression;
- H. Pregnant teens or women experiencing homelessness;
- I. Pregnant teens in the foster care system;
- J. Pregnant women who are deaf and/or hearing impaired; and
- K. Pregnant teens who have been exposed to trauma

NFP services will be delivered by a NFP trained public health nurse (NFP PHN) who will manage an average caseload of no less than twenty (20) clients, with the goal of maintaining a case load of twenty-five (25) clients. The NFP Nurse will perform the NFP services in accordance to NFP-National Service Office protocols and policies, and will also perform:

- A. Screening – Participants must be first-time mothers, living in poverty, and less than twenty-eight (28) weeks into their pregnancy. All participants shall be screened using the NFP Mental Health Screening Tool (Attachment A) within the first thirty (30) to sixty (60) working days.
- B. Mental Health Assessment – In addition to their initial mental health screening, NFP PHN will assess participants every six (6) months using the following recommended instruments:
 - 1. Prenatal
 - a. Patient Health Questionnaire (PHQ-9) – abbreviated as in screening packet.
 - b. Outcome Questionnaire (OQ) ® 10.2 every six (6) months – a brief screening instrument designed to alert medical practitioners to

County of Los Angeles – Department of Public Health
Maternal, Child and Adolescent Health (MCAH) Programs

NURSE FAMILY PARTNERSHIP-LOS ANGELES

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psychological distress in mothers that may require further follow-up and/or intervention.

2. Postnatal
 - a. PHQ-9.
 - b. OQ ® 10.2 every six (6) months.
 - c. Ages and Stages Questionnaire (ASQ-“Child Development”) and Ages and Stages Questionnaire-“Social/Emotional” (ASQ:SE) – a brief developmental screening instrument.
 - d. Parenting Stress Index, 3rd Ed. (PSI) every six (6) months – identifies parent-child problem areas in parents of children ages one (1) month to twelve (12) years.
 3. Referral to Mental Health Provider – Based upon the results of the screening, the participant may be referred for mental health services for further mental health assessment and services as appropriate.
- C. Referral and Linkage to Needed Services and Provide Case Management – The PHN home visitor will refer participants to a Department of Mental Health (DMH) System Navigator who will collaborate with the NFP Nurse case manager to jointly determine the most appropriate referral resources for those participants as needed to improve their quality of life and promote mental wellness. DMH will help to provide coordination of services to ensure that participants follow through with referrals.
- D. Culturally and Linguistically Appropriate Services – Eliminating mental health disparities is a central principle of PEI. The City of Long Beach will ensure that services are culturally and linguistically competent.
- E. Community Partnerships – City of Long Beach will demonstrate the ability to form community partnerships with agencies, programs and services to promote mental wellness for participants.
- F. Outreach – City of Long Beach will provide outreach to attempt recruitment of clients who fit the target populations as specified in this Agreement, including the first time pregnant teen/youth/woman who is deaf or hearing impaired. In the event that the population enrolled varies significantly from the target population, DPH will evaluate City of Long Beach outreach efforts to determine if any needed changes in the outreach activities and corrective action required.
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County of Los Angeles – Department of Public Health
Maternal, Child and Adolescent Health (MCAH) Programs

NURSE FAMILY PARTNERSHIP-LOS ANGELES

City of Long Beach

Scope of Work

Effective July 1, 2011 through June 30, 2016

- G. Schedule of Visits – A PHN shall provide home visitation services beginning before the mother's twenty-eighth (28th) week of pregnancy and continue until the child reaches his/her second (2nd) birthday. Prenatal visits will occur once a week for the first four weeks, then every other week until the baby is born. Postpartum visits will occur weekly for the first six (6) weeks and then every other week until the baby is twenty-one (21) months. From twenty-one (21) to twenty-four (24) months, visits will be monthly. The PHN may adjust the frequency of visits as needed.
- H. Specifically perform the following key activities to accomplish the target objectives as outlined:

Measurable Objectives	Key Activities	Evaluation Indicators	Implementation Timeline
<ul style="list-style-type: none"> • Increase percentage of normal birth weight births (\geq than 2500 grams or 5.5. lbs). • Increase percentage of full-term births (\geq thirty-seven 37 weeks gestation). 	<ul style="list-style-type: none"> • Educate clients on the importance of prenatal care. • Refer clients to prenatal care providers as needed. • Make referrals to other health care providers as needed. • Ensure compliance with prenatal appointments. • Educate clients on adequate nutrition, fetal growth and development, and danger signs during pregnancy. 	<ul style="list-style-type: none"> • number of normal birth weight births. • number of full-term births. 	<p>These activities are implemented for each client during her pregnancy.</p> <p>The infant's birth weight and gestational age are collected during the first home visit after the birth of the infant.</p>
<ul style="list-style-type: none"> • Decrease percentage of women who smoke during pregnancy. 	<ul style="list-style-type: none"> • Educate clients on the risks of smoking during pregnancy. • Assess readiness of clients to quit. • Counsel clients on 	<ul style="list-style-type: none"> • number of clients who report smoking during pregnancy. 	<p>These activities are implemented for each client during her pregnancy.</p> <p>The client is asked about her smoking practices at program enrollment, at thirty-six (36) weeks of pregnancy, and at twelve</p>

County of Los Angeles – Department of Public Health
Maternal, Child and Adolescent Health (MCAH) Programs

NURSE FAMILY PARTNERSHIP-LOS ANGELES

City of Long Beach

Scope of Work

Effective July 1, 2011 through June 30, 2016

Measurable Objectives	Key Activities	Evaluation Indicators	Implementation Timeline
	quitting methods. <ul style="list-style-type: none"> Assess exposure to secondary smoke. Provide continuous support with cessation efforts. 		(12) months after delivery.
<ul style="list-style-type: none"> Decrease percentage of women who drink alcohol during pregnancy. 	<ul style="list-style-type: none"> Discuss the risks of drinking alcohol during pregnancy. Encourage clients to avoid alcohol as the single leading cause of infant mental retardation. Assess readiness to quit or decrease the amount of alcohol. Provide continuous support with cessation efforts. 	<ul style="list-style-type: none"> number of clients who report drinking alcohol during pregnancy. 	<p>These activities are implemented for each client during her pregnancy.</p> <p>The client is asked about her smoking practices at program enrollment, at thirty-six (36) weeks of pregnancy, and at twelve (12) months after delivery.</p>
<ul style="list-style-type: none"> Decrease the average number of months women receive cash assistance through California Work Opportunities and Responsibility to Kids (CalWORKs) by helping them or their household family members find employment. 	<ul style="list-style-type: none"> Refer clients and their family members for job training/job referral programs as available and follow-up on referrals. Help to increase clients' self-esteem by providing positive feedback and assistance in steps taken toward job-related activities. 	<ul style="list-style-type: none"> number of months clients report receiving cash assistance through Temporary Assistance for Needy Families (TANF)/CalWORKs. 	<p>These activities are generally implemented with each client after the birth of her child and when the client expresses readiness to (re)enter the workforce. The nurses may help the clients' household family members at any time.</p> <p>Each client is asked how many months they have been receiving TANF/Welfare during their pregnancy, and also at six (6), twelve (12), eighteen (18), and twenty-four (24) months after delivery of their child.</p>

County of Los Angeles – Department of Public Health
Maternal, Child and Adolescent Health (MCAH) Programs

NURSE FAMILY PARTNERSHIP-LOS ANGELES

City of Long Beach

Scope of Work

Effective July 1, 2011 through June 30, 2016

Measurable Objectives	Key Activities	Evaluation Indicators	Implementation Timeline
<ul style="list-style-type: none"> • Increase the percentage of pregnant/parenting minors (< eighteen (18) years of age) who are enrolled in school. 	<ul style="list-style-type: none"> • Refer minor clients to Adolescent Family Life Program (AFLP) as applicable and encourage completion of high school education. • Follow-up on referrals to Black Infant Health, AFLP or other home visiting programs. • Educate clients regarding the value of completing education. 	<ul style="list-style-type: none"> • number of minor clients who report current enrollment in school. 	<p>These activities are implemented with each minor client from the time she enrolls into the program until the time she either graduates from high school, or graduates from the NFP program (since she may still be a minor at that time).</p> <p>Each client is asked if they are currently enrolled in an education program at the time of enrollment and also six (6), twelve (12), eighteen (18), and twenty-four (24) months after delivery of their child.</p>
<ul style="list-style-type: none"> • Increase the percentage of women who initiate breastfeeding. • Increase the percentage of women who continue to breastfeed at six (6) months after delivery. • Increase the percentage of women who continue to breastfeed at twelve (12) months after delivery. 	<ul style="list-style-type: none"> • Educate clients on the benefits of breastfeeding to both the mother and the infant, breastfeeding techniques, and how to avoid/ameliorate common breastfeeding problems. • Provide breastfeeding consultation and support after the delivery of the child. • Refer the client to a Lactation Consultant or program, if necessary. 	<ul style="list-style-type: none"> • number of clients who report initiating breastfeeding. • number of clients who report continued breastfeeding at six (6) months after delivery. • number of clients who report continued breastfeeding at twelve (12) months after delivery. 	<p>These activities are implemented during pregnancy and after delivery of the child.</p> <p>The client is asked if she ever initiated breastfeeding and if she is currently breastfeeding six (6), twelve (12), eighteen (18), and twenty-four (24) months after delivery.</p>
<ul style="list-style-type: none"> • Decrease the percentage of minors (< eighteen (18) years of age) who experience a subsequent pregnancy within two (2) years of the birth of their first child. 	<ul style="list-style-type: none"> • Discuss and stress the importance of family planning, including the benefits of inter-pregnancy spacing, methods of birth control, and plans for future children. 	<ul style="list-style-type: none"> • number of minor clients who report a subsequent pregnancy while enrolled in the program. 	<p>These activities are implemented for each client after the birth of her child and continue for the duration of her enrollment.</p> <p>The client is asked if she has become pregnant since the birth of her child at six (6), twelve (12), eighteen</p>

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NURSE FAMILY PARTNERSHIP-LOS ANGELES

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Scope of Work

Effective July 1, 2011 through June 30, 2016

Measurable Objectives	Key Activities	Evaluation Indicators	Implementation Timeline
	<ul style="list-style-type: none"> Assist clients in identifying challenges and responsibilities that come with having multiple children at a young age. Present the various methods of birth control and assist client in finding a resource for receiving birth control. 		(18), and twenty-four (24) months after delivery.
<ul style="list-style-type: none"> Increase the percentage of children who are up-to-date with their immunizations. 	<ul style="list-style-type: none"> Educate the client on the benefits of having her child's immunizations kept up-to-date. Help the client determine if the child is up-to-date on his/her immunizations. Help the client finding a location in which she can have her child immunized. Answer any questions the client may have regarding immunizations. 	<ul style="list-style-type: none"> number of clients' children who are up-to-date with their immunizations according to the Recommended Childhood and Adolescent Immunization Schedule. 	<p>These activities are implemented for each client after the birth of her child and continue for the duration of her enrollment.</p> <p>The client is asked what immunizations her child has received at six (6), twelve (12), eighteen (18), and twenty-four (24) months after delivery.</p>

County of Los Angeles - Department of Public Health
Nurse-Family Partnership - Los Angeles
City of Long Beach
Budget
July 1, 2011 through June 30, 2012

Schedule 1

Personnel Costs:	Monthly Rate	Funds Requested
NFP-Public Health Nurse	\$6,198.17	\$74,378
Subtotal		\$74,378
 Benefits:		
Retirement (PERS)	19.18%	\$14,266
FICA	6.20%	\$4,611
Medicare	1.45%	\$1,078
Health/Dental	13.79%	\$10,257
Workers Compensation	2.81%	\$2,090
Subtotal		\$32,302
 Ancillary Expenses:		
Client Incentive Costs *	\$132.13/Client (30)	\$3,964
NFP Staff Materials		\$360
Subtotal		\$4,324
 Technology:		
PC Equipment and Service		\$1,117
Data Center		\$1,000
Email and Web		\$483
Voice and data		\$898
Subtotal		\$3,498
TOTAL		\$114,502

* see Attachment B for a list of recommended incentive items.

County of Los Angeles - Department of Public Health
Nurse-Family Partnership - Los Angeles
City of Long Beach
Budget
July 1, 2012 - June 30, 2013

Schedule 2

Personnel Costs:	Monthly Rate	Funds Requested
NFP-Public Health Nurse	\$6,198.17	\$74,378
Subtotal		\$74,378
 Benefits:		
Retirement (PERS)	19.18%	\$14,266
FICA	6.20%	\$4,611
Medicare	1.45%	\$1,078
Health/Dental	13.79%	\$10,257
Workers Compensation	2.81%	\$2,090
Subtotal		\$32,302
 Ancillary Expenses:		
Client Incentive Costs*	\$132.13/Client (30)	\$3,964
NFP Staff Materials		\$360
Subtotal		\$4,324
 Technology:		
PC Equipment and Service		\$1,117
Data Center		\$1,000
Email and Web		\$483
Voice and data		\$898
Subtotal		\$3,498
TOTAL		\$114,502

* see Attachment B for a list of recommended incentive items.

County of Los Angeles - Department of Public Health
Nurse-Family Partnership - Los Angeles
City of Long Beach
Budget
July 1, 2013 through June 30, 2014

Schedule 3

Personnel Costs:	Monthly Rate	Funds Requested
NFP-Public Health Nurse	\$6,198.17	\$74,378
Subtotal		\$74,378
 Benefits:		
Retirement (PERS)	19.18%	\$14,266
FICA	6.20%	\$4,611
Medicare	1.45%	\$1,078
Health/Dental	13.79%	\$10,257
Workers Compensation	2.81%	\$2,090
Subtotal		\$32,302
 Ancillary Expenses:		
Client Incentive Costs*	\$132.13/Client (30)	\$3,964
NFP Staff Materials		\$360
Subtotal		\$4,324
 Technology:		
PC Equipment and Service		\$1,117
Data Center		\$1,000
Email and Web		\$483
Voice and data		\$898
Subtotal		\$3,498
TOTAL		\$114,502

* see Attachment B for a list of recommended incentive items.

County of Los Angeles - Department of Public Health
Nurse-Family Partnership - Los Angeles
City of Long Beach
Budget
July 1, 2014 through June 30, 2015

Schedule 4

Personnel Costs:	Monthly Rate	Funds Requested
NFP-Public Health Nurse	\$6,198.17	\$74,378
Subtotal		\$74,378
 Benefits:		
Retirement (PERS)	19.18%	\$14,266
FICA	6.20%	\$4,611
Medicare	1.45%	\$1,078
Health/Dental	13.79%	\$10,257
Workers Compensation	2.81%	\$2,090
Subtotal		\$32,302
 Ancillary Expenses:		
Client Incentive Costs*	\$132.13/Client (30)	\$3,964
NFP Staff Materials		\$360
Subtotal		\$4,324
 Technology:		
PC Equipment and Service		\$1,117
Data Center		\$1,000
Email and Web		\$483
Voice and data		\$898
Subtotal		\$3,498
TOTAL		\$114,502

* see Attachment B for a list of recommended incentive items.

County of Los Angeles - Department of Public Health
Nurse-Family Partnership - Los Angeles
City of Long Beach
Budget
July 1, 2015 through June 30, 2016

Schedule 5

Personnel Costs:	Monthly Rate	Funds Requested
NFP-Public Health Nurse	\$6,198.17	\$74,378
Subtotal		\$74,378
 Benefits:		
Retirement (PERS)	19.18%	\$14,266
FICA	6.20%	\$4,611
Medicare	1.45%	\$1,078
Health/Dental	13.79%	\$10,257
Workers Compensation	2.81%	\$2,090
Subtotal		\$32,302
 Ancillary Expenses:		
Client Incentive Costs*	\$132.13/Client (30)	\$3,964
NFP Staff Materials		\$360
Subtotal		\$4,324
 Technology:		
PC Equipment and Service		\$1,117
Data Center		\$1,000
Email and Web		\$483
Voice and data		\$898
Subtotal		\$3,498
TOTAL		\$114,502

* see Attachment B for a list of recommended incentive items.

Client Name _____

Date _____

Client ID _____

Visitor ID _____

Nurse-Family Partnership Mental Health Screening Tool

April 18, 2008

[] Screen was translated into (Specify language): _____

BY:

- ☐ Nurse
- ☐ Professional Interpreter
- ☐ Language Line
- ☐ Family member
- ☐ Other (Specify) _____

Client's Current Pregnancy Status (choose one):

- ☐ Pregnant, week of gestation _____
- ☐ Postpartum, baby's age in months _____

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Directions to Administer Core, Supplemental, and Optional Mental Health Screens

Instructions:

The following set of questions screen clients for depression, anxiety, substance abuse, and mental health history. These questions make up the core screening tool called the ***Mental Health Screen***, which consists of the PHQ-Brief Adapted, the Alcohol/Substance Abuse Questionnaire, and the Health History (pages 4-8). Depending on a client's answers on the depression portion of the screen, she may need to be screened for risk of suicide and/or bipolar disorder, using the screening tools in the ***Supplemental Screens*** section, (pages 9-16). If you suspect that your client is experiencing obsessive-compulsive behaviors, psychosis, symptoms of post-traumatic stress, or postpartum depression you can use the corresponding assessment tools in the ***Optional Screens*** section (pages 17-21). **Please note that the Supplemental Screens are triggered by positive responses to certain questions in the Mental Health Screen, while the Optional Screens are intended to be used on an as needed basis.**

Please read the questions in the order in which they are written. It will be necessary to read the possible answers so the client knows her options. If a client does not appear to understand the question as you have read it, you can rephrase the question using language your client will understand. Scripts appear throughout the screen indicated by the word "READ." They can be read verbatim or you can use your own words to introduce the next section.

Question Skip Patterns

Please take a few moments before administering the screen to familiarize yourself with the skip patterns and scoring for questions as you may not need to ask all questions on the screen. Please note that the first time you administer the depression screen (page 4 of the PHQ-Brief [Adapted]), you do not have to ask questions 1c through 1i **if** 1a and 1b are scored either 0 or 1. However, for follow-up screens with a client who scored 10 or more on the initial screen, you will need to administer all depression questions 1a through 1i. By asking all depression questions at follow-up visits for clients who had positive scores on the initial screen, you will be able to track your client's depression severity and symptoms over time.

Scoring

Score the screening tool as you go. For instance, for the PHQ-Brief (Adapted) on page 4, you will need to add up the circled scores in each column and total the column scores to determine the client's depression severity. This score will tell you if it is necessary to administer the Bipolar Screen and complete a Referral Form. **If the Suicide Risk Assessment or the Bipolar Screen are indicated, they should be administered after you have completed the core screening tool (pages 1-8) so the flow of the screening tool is not interrupted.**

Referral

This screen is accompanied by a ***Referral Algorithm***, a ***Suicide Risk Assessment Results Form***, a ***Referral Form*** and a ***Request to Release/Obtain Records***. The ***Referral Algorithm*** is designed to help you determine which clients should be referred for further evaluation. References to the ***Referral Algorithm*** appear in shaded boxes throughout the screen. The ***Suicide Risk Assessment Results Form*** should be completed on all clients whom you have screened for suicide risk. In the event of an emergency referral, one copy should be given directly to the care provider and one copy should be retained for the client's NFP chart. The ***Referral Form*** should be filled out after the core and any supplemental or optional screens have been completed. The ***Referral Form*** is designed to be given, sent, or faxed directly to the Primary Care Provider or Mental Health Specialist to whom you are referring the client. It should be accompanied by the ***Request to Release and Obtain Medical Records, Health, or Personal Information Form*** to enable you to follow-up on the referral.

Introductory Script

READ: Pregnant and postpartum women go through many changes that can be stressful, even overwhelming. Some women experience mood changes that interfere with their ability to carry out everyday tasks. I have a series of questions to ask you about these kinds of changes because they can have a big effect on how your baby develops and how you are able to take care of your baby. I'll also ask some questions about alcohol and drug use. Do you have any questions before we start?

Client Name _____

Date _____

Mental Health Screen (PHQ-Brief Adapted)1. Over the last 2 weeks, how often have you been bothered by any of the following problems? (Circle the number to indicate answer).

	Not at all	Several days	More than half the days	Nearly every day
a. Little interest or pleasure in doing things	0	1	2	3
b. Feeling down, depressed, or hopeless; if under 18 years old, feeling down, depressed, irritable or hopeless?	0	1	2	3
<i>If a. and b. are (0) or (1), skip to question 2</i>				
c. Trouble falling/staying asleep, sleeping too much.	0	1	2	3
d. Feeling tired or having little energy	0	1	2	3
e. Poor appetite or overeating	0	1	2	3
f. Feeling bad about yourself – or that you are a failure or have let yourself or your family down.	0	1	2	3
g. Trouble concentrating on things, such as reading the newspaper or watching television.	0	1	2	3
h. Moving or speaking so slowly that other people could have noticed. Or the opposite – being so fidgety or restless that you have been moving around a lot more than usual.	0	1	2	3
i. Thoughts that you would be better off dead or of hurting yourself in some way.	0	1*	2*	3*

****If 1(i) = (1), (2) or (3), administer Suicide Risk Assessment (page 10) after core screen is complete.*****SCORING SECTION****Add # of circles in each
column and multiply
by 1, 2, or 3, respectively**

# of circles x 1	# of circles x 2	# of circles x 3	
<input type="text"/>	+	<input type="text"/>	+
		<input type="text"/>	=

**Record column scores in boxes below columns.
Add totals in boxes to derive Total Score.****TOTAL SCORE:****Total
Score****Depressive
Severity****Action**

0-4	None	} See Referral Algorithm for depression AND administer Bipolar Screen on page 15 after core screen is complete.
5-9	Mild depression	
10-14	Moderate depression	
15-19	Moderately severe depression	
20-27	Severe depression	

No action required
Watchful waiting, supportive counseling

Mental Health Screen (PHQ-Brief Adapted, Continued)

2. In the past two years (one year, if under 18 years old), have you felt depressed or sad most days, even if you felt okay sometimes?

[] NO

[] YES

If Question 2 is "Yes," see Referral Algorithm for Dysthymia.

READ: I'm now going to ask you some questions about feeling nervous or anxious. This can mean feeling stressed, on edge, worried or even panicked.

3. What is the most stressful thing in your life right now? _____

4. Over the last 4 weeks, how often have you felt nervous, anxious, on edge or worrying a lot about different things?

Not at all

[]

Several days

[]

More than half
the days

[]

Nearly everyday

[]

If "More than half the days" or "Nearly everyday" checked, see Referral Algorithm for Anxiety Symptoms.

5. In the last 4 weeks, have you had an anxiety attack – suddenly feeling fear or panic?
(If explanation needed: panic attacks frequently come out of the blue, are usually short lived associated with dizziness, pounding heart; people are often afraid they may have another one)

NO

YES

[]

[]

If "No," skip to question 6

- a. Has this ever happened before?

[]

[]

- b. Do some of these attacks come suddenly out of the blue – that is, in situations where you don't expect to be nervous or uncomfortable?

[]

[]

- c. Do these attacks bother you a lot or are you worried about having another attack?

[]

[]

- d. During your last bad anxiety attack, did you have symptoms like shortness of breath, sweating, your heart racing or pounding, dizziness or faintness, tingling or numbness, or nausea or upset stomach?

[]

[]

If any are marked "Yes," see Referral Algorithm for Panic.

6. If the client checked off any problems on this questionnaire so far, ask:

How difficult have these problems made it for you to do your work, take care of things at home, or get along with other people?

Not difficult
at all

[]

Somewhat
difficult

[]

Very
difficult

[]

Extremely
difficult

[]

N/A

[]

If "Very difficult" or "Extremely difficult" checked, see Referral Algorithm for Level of Functioning.

Mental Health Screen (Alcohol/Substance Abuse Questionnaire)

READ: Some women use alcohol or drugs to deal with stress or other difficult things in their lives. I am going to ask you some questions about that now. I'll be asking about your experiences during the last year.

7. Have you used any of the following in the past 12 months? (check category and circle substance(s) used)

- a. ☐ **Alcohol:** beer, wine, whiskey, vodka, gin, tequila.
- b. ☐ **Stimulants:** amphetamines, "speed," crystal meth, "rush," Dexedrine, Ritalin, diet pills.
- c. ☐ **Cocaine:** snorting, IV, freebase, crack, "speedball."
- d. ☐ **Narcotics:** heroin, morphine, Dilaudid, opium, Demerol, methadone, codeine, Percodan, Darvon.
- e. ☐ **Hallucinogens:** LSD ("acid"), mescaline, peyote, PCP ("Angel Dust," "peace pill"), psilocybin, STP, "mushrooms," Ecstasy, MDA, or MDMA, Ketamine ("Special K").
- f. ☐ **Inhalants:** "glue," ethyl chloride, nitrous oxide, ("laughing gas"), amyl or butyl nitrate ("poppers").
- g. ☐ **Marijuana:** hashish ("hash"), THC, "pot," "grass," "weed," "reefer."
- h. ☐ **Tranquilizers:** Quaalude, Seconal ("reds"), Valium, Xanax, Librium, Ativan, Dalmane, Halcion, barbiturates.
- i. ☐ **Other/Miscellaneous:** steroids, nonprescription sleep or diet pills, other, _____
- j. ☐ **Prescription drugs that were not prescribed to you** (specify which drugs, how much, why taken)

- k. ☐ **Prescription drugs that you are using for a different reason than prescribed:** (specify which drugs, how much, why taken) _____

If none are checked, skip to question 12

8. Specify drug(s) of choice or most used drug: _____

a. Date of most recent use: _____

b. Did alcohol/drug use happen during pregnancy?

☐ NO

☐ YES

If "Yes" and client is pregnant, see Referral Algorithm for Alcohol and/or Substance Abuse.

9. In the past 12 months, have you had 3 or more alcoholic drinks within a 3 hour period on 3 or more occasions?

☐ NO

☐ YES

10. In the past 12 months, did you take any of these drugs more than once, to get high, to feel better, or to change your mood?

☐ NO

☐ YES

If 9 AND 10 are both "No," skip to question 12

Mental Health Screen (Alcohol/Substance Abuse Questionnaire, Continued)

11. Considering your use of (alcohol and/or *name of drug/drug class selected*), in the past 12 months:

- | | | |
|--|-----------------------------|------------------------------|
| a. Have you been intoxicated, high, or hung over more than once when you had other responsibilities at school, at work, at home, or as a parent? | <input type="checkbox"/> NO | <input type="checkbox"/> YES |
| a(i). If yes, did this cause problems? | <input type="checkbox"/> NO | <input type="checkbox"/> YES |
| b. Were you intoxicated, high, or hung over in any situation where you were physically at risk, for example, driving a car, riding a motorbike, using machinery, boating, etc. | <input type="checkbox"/> NO | <input type="checkbox"/> YES |
| c. Did you have any legal problems because of your drinking or drug use, for example, an arrest for disorderly conduct? | <input type="checkbox"/> NO | <input type="checkbox"/> YES |
| d. Did you continue to drink or use drug(s) even though your drinking or drug use caused problems with your family or other people? | <input type="checkbox"/> NO | <input type="checkbox"/> YES |

If one or more in box marked "Yes," see Referral Algorithm for Alcohol and/or Substance Abuse .

Alcohol and Substance Abuse Questionnaire adapted from M.I.N.I PLUS, © 1994,1998.

Mental Health Screen (Health History)

12. In the past, have you ever been diagnosed with a mental health condition? ☐ NO ☐ YES

If no, skip to question 13

- a. If "yes," specific condition(s): _____
- b. When was the condition identified? _____
- c. What medications or other treatment did you receive at that time? _____

13. Do you have a current mental health condition? ☐ NO ☐ YES

If no, skip to question 14

- a. If "yes," specific condition(s): _____
- b. When was the condition identified? _____
- c. Name of provider who diagnosed condition: _____

14. Are you taking any medications for a mental health condition, such as anxiety, depression or stress? ☐ NO ☐ YES

If no, skip to question 15

- a. If "yes," specific prescription drug(s) & dosage: _____
- b. What was the name of the provider or clinic that prescribed the medication? _____
- c. What other treatments are you currently receiving, e.g., counseling? _____

If Questions 12, 13, or 14 are "Yes," see Referral Algorithm for Psychiatric History.

Mental Health Screen (Health History, Continued)

15. Has anyone in your family had a history of a mental health condition or been diagnosed with a mental health disorder ? ☐ **NO** ☐ **YES**

If no, skip to question 16

a. If “yes,” who and what condition (i.e., what diagnosis)?: _____

16. Is there anything else going on in your life that we haven’t talked about that is creating stress or affecting your moods, for instance, relationship difficulties, job or school stress, abuse, financial problems? ☐ **NO** ☐ **YES**

If no, skip to END CORE SCREEN

a. If yes, describe: _____

b. How much do you think these things are contributing to some of the symptoms we’ve talked about?

Not at all
☐

Somewhat
☐

Very Much
☐

N/A
☐

END CORE SCREEN

Instructions:

- 1) Administer Supplemental Screens (Bipolar and Suicide Risk Assessment) if indicated by PHQ-Brief;
- 2) Complete *Suicide Risk Assessment Results Form*, if client screened positive for suicide risk;
- 3) Complete any Optional Screens you feel are necessary;
- 4) Review the *Referral Algorithm* for positive screens;
- 5) Complete the *Referral Form* according to *Referral Algorithm*;
- 6) Complete the *Request to Release/Obtain Information Form* if referral indicated.

SUPPLEMENTAL SCREENS

NFP Suicide Risk Assessment

When the response to Question “1(i)” on the PHQ-Brief is positive, you must evaluate the client’s risk for suicide by further assessing the client’s thoughts and plans, and by considering other risk factors.

REMEMBER:

- Clients with depression may be at increased risk for suicide. For depressed clients, detecting suicidal risk can be life-saving.
- Asking a client about suicidal thoughts or plans does not initiate ideation or “put ideas in their mind,” it also does not make them more likely to self-injure. On the contrary, clients may be relieved if they are asked directly about their thoughts and feel that you are interested in their situation.
- There is no foolproof way to assess risk; if you have any doubts, suspicions, or concerns about the client’s safety it is best to help the client seek emergency evaluation through an emergency department or mobile crisis team in your area.

General Procedure:

- This set of questions is a guide in the process of assessing suicide risk and is comprised of multiple questions believed to be helpful in nurses’ decision making. It is not a specifically validated tool with exact outcomes.
- If suicidal thoughts are present, ask if the client has a suicide plan. This includes asking how, where, and when suicide would be attempted.
- If the client is actively planning a suicide, even with a marginally lethal plan and, especially if she has made attempts in the past, arrange a mental health consultation with a psychiatrist or other qualified mental health professional *as soon as possible*.
- Obviously, as the acuity increases due to presence of more factors in this screen, a medical emergency is present that may necessitate calling 911. The emergency clinician/physician and/or psychiatrist can decide which safety measures and treatments, including hospitalization, are needed.

NFP Suicide Risk Assessment

1. SUICIDAL THOUGHTS

a) You indicated on one of the questions in this screening tool that you've had thoughts that you would be better off dead or of hurting yourself in some way.

"What kinds of thoughts have you had? _____

b) "In the past two weeks, have you felt that life is not worth living?" [] NO

[] YES

c) "In the past two weeks, have you wished you could go to sleep and just not wake up?" [] NO

[] YES

IF YES to either of the above, ask:

d) "Are you imagining that others would be better off without you?" or, [] NO

[] YES

e) "Are you having thoughts about killing yourself?" [] NO

[] YES

☐ **SUICIDE THOUGHTS PRESENT** (*check if any question is YES*)

2. SUICIDE PLAN/METHOD

"Have you made any plans or considered a method that you might use to harm yourself?" [] NO

[] YES

If YES and it's unclear, ask "Can you tell me specifically how you might harm yourself?"

☐ **SUICIDE PLAN PRESENT** (*check if YES*)

3. LETHAL PLAN

Nurse judgment: Ask yourself, is this a dangerous, harmful, or lethal plan? [] NO

[] YES

☐ **LETHAL PLAN PRESENT** (*check if YES*)

4. MEANS FOR PLAN

a) "How would you get what you need to act on your plan?"

b) ***Nurse judgment: Does client have the means to enact her plan?*** [] NO

[] YES

☐ **MEANS PRESENT** (*check if YES*)

NFP Suicide Risk Assessment, Continued

5. STRENGTH OF INTENT/RECENT ACTION

- | | | |
|---|--------|---------|
| a) "There's a big difference between having a thought and acting on a thought. Do you think that you might actually make an attempt to hurt yourself in the near future?" | [] NO | [] YES |
| b) "Have you actually done anything to hurt yourself?"
If YES, "what was that?" | [] NO | [] YES |

☐ **STRENGTH OF INTENT or RECENT ACTION** (*check if either is YES*)

6. ADDITIONAL PRIMARY RISK QUESTIONS

- | | | |
|--|--------|---------|
| a) Prior suicide attempts (best indicator of future suicide)
"Have you ever attempted to harm yourself before?"

if YES, then describe what and when and if hospitalized: _____

_____ | [] NO | [] YES |
| b) Access to firearms
"Do you have access to a gun?" | [] NO | [] YES |
| c) Active substance use
"Over the past 2 weeks, have you started/increased your use of alcohol or drugs?" | [] NO | [] YES |
| d) Preparatory acts (obtaining means, putting affairs in order, warning statements, giving away personal belongings, suicide notes)
"Have you started preparing for a suicide attempt?"

if YES, "Specifically, what have you done?" _____ | [] NO | [] YES |
| e) Recent loss or separation (end of pregnancy, adverse perinatal outcome)
"Have you recently suffered a loss in your life, like the ending of a close relationship or a death of someone close to you?" | [] NO | [] YES |
| f) Hopelessness
"Do you see your future as dark or do you feel hopeless about the future?" | [] NO | [] YES |
| g) Family history of affective disorder
"Does or did anyone in your family have depression or bipolar disorder?" | [] NO | [] YES |
| h) Close relationship history of suicide
"Has anyone in your family, or someone close to you, attempted suicide?" | [] NO | [] YES |

☐ **PRIMARY RISKS** (*Check if one or more is YES*)

NFP Suicide Risk Assessment, Continued

7. ACCESS TO SOCIAL SUPPORT

- a) “Is there someone you can contact in an emergency situation, especially if you start feeling like you were going to hurt yourself?”

☐ NO

☐ YES

If YES, “Who is that person? Do you have a way of reaching them?” (via phone, etc)

☐ **POOR SOCIAL SUPPORT** (*Check if NO*)

8. EMERGENCY PSYCHIATRIC EVALUATION

- a) “Do you think there is any chance or risk that you might hurt yourself before you see me or your doctor the next time?”

☐ NO

☐ YES

If YES, ask: “What do you think you might do?”

- b) “Do you think that you could agree to call someone (friend, 911, emergency dept.) if you felt you were going to harm yourself and allow them to help you?”

☐ NO

☐ YES

If Yes, get names and contact information:

☐ **EMERGENCY REFERRAL: IMMEDIATE EMERGENCY EVALUATION**
(*Check if 8a is Yes and/or 8b is No*)

9. SECONDARY RISKS (FROM CLIENT CHART/HISTORY, IF AVAILABLE)

- | | |
|---|-----------------------------|
| a) Significant co-morbid anxiety or psychotic symptoms (information from MH screen) | <input type="checkbox"/> NO |
| b) Chronic medical illness (medical records or ask patient) | <input type="checkbox"/> NO |
| c) Previous substance use problems | <input type="checkbox"/> NO |
| d) Current domestic violence experience or exposure | <input type="checkbox"/> NO |
| e) Recent out-of-home placement | <input type="checkbox"/> NO |
| f) Child abuse as a child | <input type="checkbox"/> NO |
| g) Previous history of sexual abuse/victimization | <input type="checkbox"/> NO |
| h) Pending legal action | <input type="checkbox"/> NO |
| i) School difficulties or failure; or recent worsening of school functioning | <input type="checkbox"/> NO |
| j) Significant conflict with parents | <input type="checkbox"/> NO |
| k) Client is living alone or is socially isolated | <input type="checkbox"/> NO |

☐ YES

☐ YES

☐ YES

☐ YES

☐ YES

☐ YES

☐ YES

☐ YES

☐ YES

☐ YES

☐ YES

☐ **SECONDARY RISKS: secondary risks do not affect the referral disposition, but if known, will help the clinician to whom you refer. (Check if one or more is YES)**

NFP Suicide Risk Assessment, Continued

10. ASSESSMENT & ACTION TABLE

Check the boxes that correspond to the boxes you checked in sections 1 – 5 of the Suicide Risk Assessment. Employ recommended actions for the highest risk level checked.

Risk Level	Lowest	Low	Intermediate	High	Highest	Recommended Action(s)
1) Thoughts		<input type="checkbox"/>				1-2
2) Plan			<input type="checkbox"/>			1-3
3) Lethal				<input type="checkbox"/>		1-4; Consider 5
4) Means					<input type="checkbox"/>	1-5
5) Intent					<input type="checkbox"/>	1-5

NOTE:

If YES to PRIMARY RISK FACTORS, please indicate factors on action plan and consider possible higher risk level.

If NO to SOCIAL SUPPORT, consider possible higher risk level and the need for closer monitoring

Action Table:

1. Assess suicide risks at several subsequent visits informally or through PHQ-Brief #1(i)

2 a) Talk with client about communicating her concerns with her PCP and OBGYN

b) Identify client supports, motivate client to reach out to those supports often

c) Give client emergency and mobile crisis numbers packet

3 a) Refer for urgent outpatient mental health assessment

b) Obtain a signed release to call mental health provider to further evaluate client's suicide issues

c) Re-administer PHQ-Brief#1(i) & Suicide Risk Assessment again at each visit until suicidal thoughts remit

4 a) Create agreement that client call 911 or emergency mental health services if suicide thoughts or intent worsen

b) Encourage client to post their personal "safety" support person's contact information where it is readily available (e.g., refrigerator, bathroom mirror)

c) Make clear to client that your agency is not able to manage acute suicidal events but that you will support her no matter which support service(s) she selects.

5 a) Motivate client to cooperate with emergency evaluation

b) Arrange for safe transportation to nearest emergency room or

c) Arrange for mobile crisis team to respond immediately

d) Stay with client, at least, until emergency evaluators are updated with your report and indicate to you that they are ready to take over. The client may ask you to stay longer, to support her in the process.

Record results of Assessment Table and action plan on Suicide Risk Assessment Results Form.

See Referral Algorithm for Suicidal Ideation

Nurse-Family Partnership Suicide Risk Assessment, © University of Colorado Regents, Sept. 2006. Adapted from the NYC Dept. of Health and Mental Hygiene, City Health Information Newsletter, Jan 2006, Vol 25. No 1

Bipolar Screen

READ: For section 1, answer each question with a yes or no. Answer section 2 with a yes or no. Choose the answer in section 3 that best fits your situation.

1. Has there ever been a period of time when you were not your usual self and (while not on drugs or alcohol) ...

	NO	YES
a. you felt so good or so hyper that other people thought you were not your normal self or you were so hyper that you got into trouble?	[]	[]
b. you were so irritable that you shouted at people or started fights or arguments?	[]	[]
c. you felt much more self-confident than usual?	[]	[]
d. you got much less sleep than usual and found you didn't really miss it?	[]	[]
e. you were much more talkative or spoke faster than usual?	[]	[]
f. thoughts raced through your head or you couldn't slow your mind down?	[]	[]
g. you were so easily distracted by things around you that you had trouble concentrating or staying on track?	[]	[]
h. you had much more energy than usual?	[]	[]
i. you were much more active or did many more things than usual?	[]	[]
j. you were much more social or outgoing than usual; for example, you telephoned friends in the middle of the night?	[]	[]
k. you were much more interested in sex than usual?	[]	[]
l. you did things that were unusual for you or that other people might have thought were excessive, foolish, or risky?	[]	[]
m. spending money got you or your family into trouble?	[]	[]

Add number of "Yes" answers in column and record in box

TOTAL

If TOTAL is 0 or 1, end Bipolar Screen here.

Bipolar Screen (Continued)

2. If you checked YES to more than one of the above, have several of these ever happened during the *same period of time*?

☐ NO

☐ YES

3. How much of a *problem* did any of these cause you -- like being unable to work; having family, money, or legal troubles; getting into arguments or fights?

☐ No Problem

☐ Minor Problem

☐ Moderate Problem

☐ Serious Problem

If Question 1 Total equals 7 or more and Question 2 is marked "Yes" and Question 3 is Moderate or Serious, see Referral Algorithm for Bipolar.

Mood Disorders Questionnaire, ©2002, Eli Lilly and Company, All Rights Reserved.

OPTIONAL SCREENS

Obsessive-Compulsive Disorder Screen

Instructions: Administer only when Postpartum OCD suspected.

1. In the past month, have you been troubled by repeated thoughts, impulses, or images that were unwanted, offensive, inappropriate, invasive, or distressing?

NO []

YES []

If NO, go to q. 3

“For example, the idea that you were dirty, infected or had germs, **or** fear of your baby becoming infected or poisoned; **or** fear of harming or acting on an feeling or impulse to harm your baby even though you didn't want to.”

2. Did they keep coming back into your mind even when you tried to ignore or get rid of them?

NO []

YES []

“For example, you try to think of something else or do something else to take your mind off of them, but these thoughts, impulses or images kept coming back.”

3. In the past month, did you do something repeatedly without being able to resist doing it?

NO []

YES []

“For example, washing or cleaning too often, counting or checking on your baby repeatedly, or hiding and/or avoiding things, such as knives, that remind you of feelings or impulses to hurt your baby even though you didn't want to.”

If “NO” to questions 1 AND 3, Stop the screen. Otherwise, continue with question 4.

4. Do you think that these obsessions are the product of your own mind?

NO []

YES []

“For example, that they are NOT put there from the outside, such as by another person, television/radio, or other outside source.”

5. Did you recognize that either these obsessive thoughts or these compulsive behaviors were excessive or irrational?

NO []

YES []

“For example, you believed these thoughts or behaviors were very different from your usual thoughts or behaviors or it did not make sense to you why these thoughts or behaviors were happening.”

If “NO” to question 4 OR question 5, perform the Psychosis screen.

6. Did these obsessive thoughts and/or compulsive behaviors significantly interfere with your normal routine, your work or school, your usual social activities, or relationships, or did they take more than one hour a day?

NO []

YES []

“For example, was it hard for you to take care of your daily activities or hard for you to interact with or relate to others because of these thoughts and/or behaviors? Or did these thoughts and/or behaviors take up more than one hour over the entire day?”

If “YES” to question 6, see Referral Algorithm for Postpartum Obsessive-Compulsive Disorder.

Adapted from the MINI 5.0.0 with content of the questions being taken from Abramowitz et al. 2003 – Obsessive-compulsive symptoms in pregnancy and the puerperium: A review of the literature. Anxiety Disorders, 17 (2003) 461–478

Psychosis Screening Questionnaire

Instructions: Administer only when psychosis suspected.

Read: I'm going to ask you about some unusual experiences that you might have had in the last year.

1. Over the past year, have there been times when you felt very happy without a break for days on end? NO ☐ YES ☐ *If no, go to question 2*
- a. If yes, was there an obvious reason for this? NO ☐ YES ☐ *If yes, go to question 2*
- b. Did your relatives or friends think it was strange or complain about it? NO ☐ YES ☒
2. Over the past year, have you ever felt that your thoughts were directly interfered with or controlled by some outside force or person? NO ☐ YES ☐ *If no, go to question 3*
- a. If yes, did this come about in a way that many people would find hard to believe, for instance, through telepathy? NO ☐ YES ☒
3. Over the past year, have there been times when you felt that people were against you? NO ☐ YES ☐ *If no, go to question 4*
- a. Have there been times when you felt that people were deliberately acting to harm you or your interests? NO ☐ YES ☐ *If no, go to question 4*
- b. Have there been times when you felt that a group of people were plotting to cause you serious harm or injury? NO ☐ YES ☐ *If no, go to question 4*
- c. If yes, was there an obvious reason for this? NO ☒ YES ☐
- If yes, describe: _____
4. Over the past year, have there been times when you felt that something strange was going on? NO ☐ YES ☐ *If no, go to question 5*
- a. Did you feel it was so strange that other people would find it very hard to believe? NO ☐ YES ☒
5. Over the past year, have there been times when you heard or saw things that other people couldn't? NO ☐ YES ☐ *If no, end screen.*
- a. If yes, did you at any time hear voices saying quite a few words or sentences when there was no-one around that might account for it? NO ☐ YES ☒

If any box above is checked, is there an obvious reason for this, i.e. environmental or cultural explanation, drug use, etc.?
If Yes, explain _____

If no cultural or plausible explanation, see Referral Algorithm for Psychosis.

Primary Care PTSD Screen

Instructions: *Administer only when PTSD suspected.*

READ: In your life, have you ever had any experience that was so frightening, horrible, or upsetting that, in the past month, you:

- | | | |
|--|--------|---------|
| 1. Have had nightmares about it or thought about it when you did not want to? | NO [] | YES [] |
| 2. Tried hard not to think about it or went out of your way to avoid situations that reminded you of it? | NO [] | YES [] |
| 3. Were constantly on guard, watchful, or easily startled? | NO [] | YES [] |
| 4. Felt numb or detached from others, activities, or your surroundings? | NO [] | YES [] |

If any three are marked “Yes,” see Referral Algorithm for PTSD.

Primary Care Psychiatry, Volume 9, Number 1, 1 January 2004, pp. 9-14(6)

Edinburgh Postnatal Depression Scale (EPDS)

READ: As you have recently had a baby, we would like to know how you are feeling. Please check the answer that comes closest to how you have felt in the past 7 days, not just how you feel today.

Here is an example, already completed:

I have felt happy:

- ☐ Yes, all the time
- X Yes, most of the time**
- ☐ No, not very often
- ☐ No, not at all

This would mean "I have felt happy most of the time during the past week."

Instructions: complete the other questions by checking the appropriate box.

In the past 7 days:

1. I have been able to laugh and see the funny side of things
 - ☐ As much as I always could (0)
 - ☐ Not quite so much now (1)
 - ☐ Definitely not so much now (2)
 - ☐ Not at all (3)
2. I have looked forward with enjoyment to things
 - ☐ As much as I ever did (0)
 - ☐ Rather less than I used to (1)
 - ☐ Definitely less than I used to (2)
 - ☐ Hardly at all (3)
3. I have blamed myself unnecessarily when things went wrong
 - ☐ Yes, most of the time (3)
 - ☐ Yes, some of the time (2)
 - ☐ Not very often (1)
 - ☐ No, never (0)
4. I have been anxious or worried for no good reason
 - ☐ No, not at all (0)
 - ☐ Hardly ever (1)
 - ☐ Yes, sometimes (2)
 - ☐ Yes, very often (3)
5. I have felt scared or panicky for no very good reason
 - ☐ Yes, quite a lot (3)
 - ☐ Yes, sometimes (2)
 - ☐ No, not much (1)
 - ☐ No, not at all (0)
6. Things have been getting on top of me
 - ☐ Yes, most of the time I haven't been able to cope at all (3)
 - ☐ Yes, sometimes I haven't been coping as well as usual (2)
 - ☐ No, most of the time I have coped quite well (1)
 - ☐ No, I have been coping as well as ever (0)
7. I have been so unhappy that I have had difficulty sleeping
 - ☐ Yes, most of the time (3)
 - ☐ Yes, sometimes (2)
 - ☐ Not very often (1)
 - ☐ No, not at all (0)
8. I have felt sad or miserable
 - ☐ Yes, most of the time (3)
 - ☐ Yes, quite often (2)
 - ☐ Not very often (1)
 - ☐ No, not at all (0)
9. I have been so unhappy that I have been crying
 - ☐ Yes, most of the time (3)
 - ☐ Yes, quite often (2)
 - ☐ Only occasionally (1)
 - ☐ No, never (0)
10. The thought of harming myself has occurred to me
 - ☐ Yes, quite often (3)
 - ☐ Sometimes (2)
 - ☐ Hardly ever (1)
 - ☐ Never (0)

SCORE (Total scores for each checked box): _____

If Score is 14 or more, see Referral Algorithm for Postpartum Depression.

Users may reproduce the scale without further permission providing they respect copyright by quoting the names of the authors, the title, and the source of the paper in all reproduced copies.

Source: Cox, J.L., Holden, J.M., and Sagovsky, R. 1987. Detection of posnatal depression: Develop of the 10-item Edinburgh Postnatal Depression Scale. *British Journal of Psychiatry* 150: 782-786.

County of Los Angeles – Department of Public Health
Maternal, Child and Adolescent Health (MCAH) Programs

NURSE FAMILY PARTNERSHIP-LOS ANGELES

CLIENT INCENTIVE LIST*

<u>Company</u>	<u>Description</u>
Safety 1 st	Umbrella Stroller
Safety 1 st	Healthcare/Grooming Kit
Toys R Us	Life and Lock Security Gate
Toys R Us	Sesame Street My First Pals
Target	Target Gift Card - \$20 increments
Fisher price	Laugh and Learn: Learning Puppy
Safety 1 st	3-Level Booster Seat w/ Tray
Toys R Us	Phonic Radio
Toys R Us	Baby's First Blocks
JC Penny	Photo Certificates
Toys R Us	Magna Doodles
N/A	Resource Book – Little Steps for New Parents (Eng/Span)
N/A	Resource Book – What To Do When a Child Gets Sick (Eng/Span)
N/A	Resource Book – First Year Baby Care (Eng/Span)
N/A	Educational Books, i.e., Phonic Board Books
N/A	Books – Run-A-Way Bunny & Goodnight Moon Board Book
N/A	Contraceptive Kit
N/A	Onesies w/ NFP Logo
N/A	Sippy Cup – spill proof w/ NFP Logo
N/A	Taxi Vouchers
N/A	Lamaze Grip and Grab Rattle
N/A	Frames for Photos
N/A	Play Pen
N/A	Cribs and mattresses
N/A	Infant Car Seats
N/A	High Chair
N/A	Digital Thermometer
N/A	Child Development Toys –Ages birth to 3 years old

*These recommended client incentives were selected to enhance the structure, function and teachings that take place in the home between the NFP Nurse and family. They are meant to be used at different intervention points of the 2 ½ years of NFP intervention to enhance education and demonstrations, as well as promote ongoing child safety, development, health and mental health. Comparable incentives can be substituted.

Contract No. _____

NURSE-FAMILY PARTNERSHIP PROGRAM SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____
day of _____, 2011,

by and between

COUNTY OF LOS ANGELES (hereafter
"County")

and

NURSE-FAMILY PARTNERSHIP (hereafter
"Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisor ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires
County's Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of chronic diseases within the jurisdiction of County;
and

WHEREAS, County desires to contract with Contractor to support DPH's Nurse-
Family Partnership – Los Angeles (hereafter "Program") in accordance with the
provisions of this Agreement; and

WHEREAS, this Agreement is funded under a Memorandum of Understanding
(MOU) between the Department of Mental Health (DMH) and DPH to administer and

deliver Mental Health Services Act Prevention and Early Intervention (PEI) DMH Nurse-Family Partnership Program services; and

WHEREAS, Contractor agrees to abide by the requirements of the funding sources and all regulations issued pursuant thereto; and

WHEREAS, term "Director" as used herein refers to the County's Director of DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, Contractor is willing and able to provide the services described herein, for in consideration of the payments under this agreement and under the terms and conditions hereafter set forth; and

WHEREAS, County is authorized by Government Code Section 3100 to contract for these services, and

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM:

The term of this Agreement shall be effective July 1, 2011 and shall continue, in full force and effect unless sooner canceled or terminated as provided herein through June 30, 2012.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, and with or without cause, upon the giving of at least a thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the

suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Scope of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.

3. MAXIMUM OBLIGATION OF COUNTY:

A. Effective July 1, 2011 through June 30, 2012, the maximum obligation of County for services provided under this Agreement for all services provided hereunder shall not exceed One Hundred Twenty-Six Thousand, Two Hundred Forty-Six Dollars (\$126,246) as set forth in Schedule 1, attached hereto and incorporated herein by reference.

4. NONEXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

5. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in the Schedule(s), attached hereto and incorporated herein by reference.

B. "Provision of Services" as used in this Paragraph includes time spent performing any service activities designated in the Exhibit(s) and Schedule(s) including but not limited to time spent on the preparation of such activities.

C. All invoices shall be submitted directly to the Nurse-Family Partnership-Los Angeles, 600 South Commonwealth Avenue, Suite 800, Los Angeles, California 90005, no later than fifteen (15) working days after the end of each calendar month, after the completion of each deliverable as determined by Director. Contractor agrees that Director shall have the right to withhold payment due to Contractor's underperformance until Director is satisfied that the deliverable has been completed.

D. In no event shall County be required to pay Contractor more, for all services provided hereunder, than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY paragraph of this Agreement unless otherwise revised or amended under the terms of this Agreement.

E. Monthly Billing: Contractor shall bill County monthly in areas. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment.

F. Submission of Outstanding/Final Invoices and Non- Payment of Invoices:

Upon expiration or prior termination of this Agreement, Contractor shall submit to Nurse-Family Partnership-Los Angeles Program Administrator within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period described above, shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoices.

G. Contractor Budget and Expenditures Reduction Flexibility: In order for County to maintain flexibility with regards to budget and expenditure reductions, Contractor agrees that Director may cancel this Agreement, without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, Alteration of Terms paragraph, of this Agreement, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via

an Administrative Amendment, as mutually agreed to and executed by the parties therein.

H. Budget Modification: Contractor may modify the budget, only with the prior written approval of the Nurse-Family Partnership-Los Angeles Program Administrator. Retroactive modifications are not allowed and no modification shall increase the maximum amount payable. During the first eleven (11) months of a twelve (12) month contract term, agencies may submit budget modification requests moving funds within and between any budget categories. These requests will be reviewed and considered for approval if programmatically sound and fiscally appropriated. During the final month of the contract term, budget modification requests will not be considered.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, up to ten percent (10 %) above or below each term's annual base maximum obligation and make corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a

significant underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph will not be retroactive, but will apply to future services following the provision of written notice from Director, or his/her designee, to Contractor. Reallocation of funds in excess of the aforementioned amount shall be approved by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds to an Exhibit, Schedule and/or Budget category in this Agreement shall be effectuated by an amendment to this Agreement pursuant to the ALTERATION OF TERMS Paragraph of this Agreement.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. BUDGET REDUCTION: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the

majority of County employees and imposes similar reductions with respect to County Agreements, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly.

County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Agreement.

8. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated by any activity or services performed hereunder, or by any provisions of this Agreement, during any of County's fiscal years (July 1 – June 30) unless and until the Board appropriates funds for this Agreement in County's budget for each such fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30th of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date. If for any reason funding to this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.

9. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING

EXPIRATION/TERMINATION OF AGREEMENT: Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such services were requested by County. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

10. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in the GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES and INSURANCE COVERAGE REQUIREMENTS Paragraphs of this

Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or

self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce California 90022

Attention: Chief of Contract Monitoring

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional

insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of Insurance: Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) calendar days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) calendar days prior notice may be given to County in event of cancellation for non-payment of premium.

D. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

E. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately

may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that

each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall include cover liability arising out of Contractor's use of autos pursuant to this Agreement, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less

than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate.

Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

13. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

14. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is

deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS, and ALTERATION OF TERMS Paragraphs of the body of this Agreement, and all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

G. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

15. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.

16. COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the

benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

17. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS, of which the terms and conditions therein contained are part of this Agreement.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Agreement (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.

20. ALTERATION OF TERMS: The body of this Agreement (including its ADDITIONAL PROVISIONS), Attachment(s), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

21. CONTRACTOR'S OFFICES: Contractor's office is located at 1900 Grant Street, Suite 400, Denver, Colorado 80203. Contractor's business telephone number is (303) 327-4247; facsimile (FAX) number is (303) 327-4247, and electronic Mail (e-mail) address elizabeth.jasper@nursefamilypartnership.org. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

22. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Nurse-Family Partnership-Los Angeles
600 South Commonwealth Avenue, Suite 800
Los Angeles, California 90005

Attention: Director

(2) Department of Public Health

Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

Nurse-Family Partnership National Service Office
1900 Grant Street, Suite 400
Denver, Colorado 80203

Attention: President and Chief Executive Officer

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Office

NURSE-FAMILY PARTNERSHIP
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

ADDITIONAL PROVISIONS

NURSE-FAMILY PARTNERSHIP

Nurse-Family Partnership Program Services Agreement

ADDITIONAL PROVISIONS

NURSE-FAMILY PARTNERSHIP
NURSE-FAMILY PARTNERSHIP PROGRAM SERVICES AGREEMENT

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ADDITIONAL PROVISIONS

NURSE-FAMILY PARTNERSHIP **NURSE-FAMILY PARTNERSHIP PROGRAM SERVICES AGREEMENT**

1. ADMINISTRATION:

County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Agreement on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

2. FORM OF BUSINESS ORGANIZATION AND FISCAL DISCLOSURE AND REAL PROPERTY DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit, to Director upon request, a statement executed by Contractor's duly constituted officers, containing the following information:

- (1) The form of Contractor's business organization, i.e., sole-proprietorship, partnership, or corporation.
- (2) Articles of Incorporation and by-laws.
- (3) A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.
- (4) A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be

providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Agreement.

(5) If, during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or the Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify Director in writing detailing such changes within thirty (30) calendar days prior to the effective date thereof.

B. Fiscal Disclosure: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement a statement, executed by Contractor's duly constituted officers, containing the following information:

(1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

(2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing detailing such changes.

3. NONDISCRIMINATION IN SERVICES:

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/ patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation.

Facility access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Agreement, he or she shall be advised by Contractor of these procedures. A copy of such nondiscrimination in services policy and procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

4. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and

State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, or condition of physical or mental handicap, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provisions of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry,

sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, condition of physical or mental handicap, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of this Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Agreement. While County reserves the right to determine independently

that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Agreement.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

5. FAIR LABOR STANDARDS ACT:

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

6. EMPLOYMENT ELIGIBILITY VERIFICATION:

Contractor warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations.

Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

7. CONSIDERATION OF HIRING COUNTY EMPLOYEES

TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

8. CONSIDERATION OF HIRING GAIN/GROW PROGRAM

PARTICIPANTS:

A. Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to Contractor.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

9. RECORDS AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this agreement for a minimum period of five (5) years following the expiration or prior termination of this Agreement. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

(1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.

(2) A General Ledger.

(3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program

(4) Personnel records which show the percentage of time worked providing services claimed under this Agreement. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning

as the executive director of the program, if such executive director provides services claimed under this Agreement.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Agreement.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Agreement and for a minimum period of five (5) years following expiration or earlier termination of this Agreement, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and

audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, then Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e., electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Agreement Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise,

Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Agreement, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirement of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH – Department of Public Health – Financial Services Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under

all service agreements between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by federal, State, or County representatives upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861(v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such

access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after

receipt of County's audit/ compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

H. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

10. REPORTS:

Contractor shall make reports as required by County, or DPH, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DPH, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

11. CONFIDENTIALITY:

Contractor agrees to maintain the confidentiality of its records and information including, but not limited to, billings, County records, and client/patient records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of said confidentiality provision of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising out of any disclosure of such records and information by Contractor, its officers, employees, agents, and subcontractors.

12. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT :

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated

thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

A. DEFINITIONS

(1) "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

(2) "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

(3) "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

(4) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of

removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

(5) “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

(6) “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(7) “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

(8) “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

(9) “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.

(10) “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the

production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(11) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(12) "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

(13) "Services" has the same meaning as in the body of this Agreement.

(14) "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

(15) "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

(16) Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

B. OBLIGATIONS OF BUSINESS ASSOCIATE

(1) Permitted Uses and Disclosures of Protected Health Information.

Business Associate:

- a. Shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections B (4), B (5), B (6), B (7), B (8), B (9), B (10) D (3), and E (2) of this Agreement;
- b. Shall Disclose Protected Health Information to Covered Entity upon request;
- c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

(2) Prohibited Uses and Disclosures of Protected Health Information.

Business Associate:

a. Shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

b. Shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

c. Shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

(3) Adequate Safeguards for Protected Health Information. Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate

Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

b. As to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

(4) Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information.

Business Associate

Shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

Shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

Shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

a. Immediate Telephonic Report. Except as provided in Section B. (4) c., notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to telephone number (562) 940-3335.

b. Written Report. Except as provided in Section B (4) c. the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of

Protected Health Information, Security Incident, or Breach by the Business

Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

i. The notification required by section B (4) shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

ii. The notification required by section B (4) shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R.164.404(c), including:

(a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(c) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(d) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(e) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(f) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section B (3) (a) or (b) at the time of the notification required by section B (4) ii, Business Associate shall provide such information promptly thereafter as such information becomes available.

c. Request for Delay by Law Enforcement. Business Associate may delay the notification required by section B (4) if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification,

notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

(5) Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

(6) Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

a. Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach

b. The notification required by paragraph (a) of this Section B (6) shall include, to the extent possible:

i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

iii. Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

iv. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

v. Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

vi. The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section B (6) and Business Associate shall

reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

(7) Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(8) Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health

Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(9) Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(10) Accounting of Disclosures. Upon Covered Entity’s request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section B (10) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section B (10), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section B (10) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(11) Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and

appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

C. OBLIGATION OF COVERED ENTITY. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION

(1) Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections B(1) (as modified by Section D (2), B (4), B (5), B (6), B (7), B (8), B (9), B (10), D (3) and E (2) shall survive the termination or expiration of this Agreement.

(2) Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

a. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

b. Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

(3) Disposition of Protected Health Information Upon Termination or Expiration.

a. Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This

provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS

(1) No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive

Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

(3) Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

(5) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

(6) Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the

requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

13. RESTRICTIONS ON LOBBYING:

A. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

B. County Lobbyists: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Agreement.

14. UNLAWFUL SOLICITATION:

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to

comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

15. LICENSES, PERMITS, REGISTRATIONS,

ACCREDITATIONS, CERTIFICATES:

Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Agreement.

16. CONFLICT OF INTEREST:

A. No County employee whose position in County enables him/her to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

17. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all Federal, State, and County laws, ordinances, rules, regulations, manuals,

guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except their use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Agreement, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or

obtained using any contract funds designated for such purpose. Within ninety (90) calendar days following the effective date of this Agreement, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Agreement, or upon the expiration or earlier termination of this Agreement, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at

Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable Federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

18. RETURN OF COUNTY MATERIALS:

At expiration or earlier termination of this Agreement, Contractor shall provide an accounting of any unused or unexpended supplies purchased by Contractor with funds obtained pursuant to this Agreement and shall deliver such supplies to County upon County's request.

19. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

20. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its officers and employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation, benefits, or taxes to, or on behalf of, any personnel provided by Contractor.

C. Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

21. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Agreement.

22. TERMINATION FOR INSOLVENCY, DEFAULT, GRATUITIES, AND/OR IMPROPER CONSIDERATIONS, AND CONVENIENCE:

A. Termination for Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

(2) The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated,

and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

C. Termination For Gratuities and/or Improper Consideration:

County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Agreement, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

D. Termination For Convenience: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to

submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder.

23. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

24. NOTICE OF DELAYS:

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within two (2) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

25. AUTHORIZATION WARRANTY:

Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

26. WAIVER:

No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

27. SEVERABILITY:

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

28. GOVERNING LAWS AND JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Contractor hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action (other than an appeal or an enforcement of a judgment) brought by Contractor, on Contractor's behalf, or on the behalf of any subcontractor which arises from this Agreement or is concerning or connected with services performed pursuant to this Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

29. CONTRACTOR PERFORMANCE DURING CIVIL UNREST
OR DISASTER:

Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Agreement.

30. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may

terminate this Agreement or impose other penalties as specified in this Agreement.

31. COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. FAILURE TO COMPLY WITH COUNTY'S CHILD SUPPORT

COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the Termination for Default Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in

a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

33. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notices shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

34. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding or proposing on, or being awarded and/or performing work on, County contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by circumstances, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, or a non-profit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors. County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for

at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed, (2) a bona fide change in ownership or management, (3) material, or (4) any other reason that is in the best interest of County.

H. County's Contractor hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years, (2) the debarment has been in effect for at least five (5) years, and (3) the request is in writing, states one or more of the grounds for reduction of the debarment, and includes supporting documentation. Upon receiving as appropriate request, County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the

period of debarment or terminate the debarment. County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

I. These terms shall also apply to any subcontractors/consultants of County contractors.

35. DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain

compliance with the requirements set forth in the "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" paragraph immediately above, shall constitute default under this agreement. Without limiting the rights and remedies available to County under any other provision of this agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

36. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

37. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an

agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

38. RECYCLED CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

39. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under

the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the

County under the Contract, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

40. SAFELY SURRENDERED BABY LAW:

Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

41. CONTRACTOR'S CHARITABLE ACTIVITIES

COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. The County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and

its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

4.27.11 – approved by Counsel (RM).

#01595srp

NURSE-FAMILY PARTNERSHIP PROGRAM SERVICES

EXHIBIT A

STATEMENT OF WORK

1. SERVICES TO BE PROVIDED: Contractor (hereafter also referred to "NFP") shall provide training for new public health nurses, as needed, provide ongoing nurse home visitor training, and program support for data analysis and technical assistance for DPH's Nurse Family Partnership - Los Angeles Program (hereafter "Program" or "Site"), during the term of this Agreement.

2. PERIOD OF PERFORMANCE: The term of the Agreement shall be effective July 1, 2011 through June 30, 2012.

3. REIMBURSEMENT: Subject to the provisions of the BILLING AND PAYMENT paragraph of this Agreement, County shall compensate Contractor for performing services hereunder according Fee Schedule 1, attached hereto.

4. DEFINITIONS: In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below:

- "ETO™" means the "Efforts to Outcomes™" software platform and denotes a computerized record/data system that NFP makes available to Agency, into which designated, NFP-approved Agency staff enter data collected about Clients and the Program, and from which the Parties can obtain reports to help manage and evaluate program implementation and results. The ETO web-based information system helps ensure quality program implementation, accountability, and continuous program improvement

- “ETO Website” means the Internet Uniform Resource Locator (URL) through which designated, NFP-approved Agency personnel can access the ETO to enter data and obtain certain reports and other services. ETO software is secured against unauthorized use by VeriSign® 128-bit Security Encryption, the industry standard in Internet site protection. Authorized access to the ETO Website can only be provided by NFP.

- “Client” means a low-income, first-time mother who is enrolled in the Program implemented by Agency.

- “Fidelity to the Model” means implementing the Program in a manner consistent with the Model Elements and therefore maximizing the likelihood of achieving results comparable to those measured in research.

- “Home Visit Guidelines” means a written guide or guides for how a Nurse Home Visitor schedules and conducts visits with Clients during their participation in the Program.

- “Location” means the work address of a Program Supervisor.

- “Program Supervisor” means a person who supervises up to eight Nurse Home Visitors who implement the Program on behalf of Agency.

- “Proprietary Property” means all of (i) the Program, (ii) the Model Elements, (iii) the name “Nurse-Family Partnership” and the acronym “NFP” when used in connection with the Logo and the goodwill associated therewith, (iv) NFP and ETO website content and (v) the copyrighted materials and other

materials used in the Program as of the date hereof that would be designated as protected intellectual property under applicable law, including all modifications, additions, updates, and derivative works thereof and all of the rights of NFP and its licensors associated with this property. Proprietary Property shall also mean individually and collectively all ideas, concepts, designs, methods, inventions, modifications, improvements, new uses, and discoveries which are conceived and/or made in the performance of the responsibilities stated under this Agreement solely by one or more of Agency and/or NFP and which are incorporated into the Program or Proprietary Property.

- "Research" means any activity, including program evaluation and/or quality improvement activities, (i) that would, according to Federal regulations, require review by an Institutional Review Board ("IRB"), or (ii) that could be expected to yield generalizable knowledge that could be shared publicly with the professional, academic, and/or lay communities.

- "Team" means a half- to full-time Program Supervisor and the Nurse Home Visitors who report to the Program Supervisor.

5. GENERAL CONDITIONS: When the Program is implemented in accordance with these Model Elements, the Parties can reasonably have a high level of confidence that results will be comparable to those measured in research. Conversely, if implementation does not incorporate these Model Elements, results may be different from research results. During the term of this Agreement, Contractor and County agree to the following:

A. Clients:

- Enrollment and participation in the Program is voluntary;
- Clients include first-time mothers only;
- Clients include low-income mothers only,
- Site enrolls at least sixty percent (60%) of Clients enrolled in the Program by the 16th week of pregnancy and one hundred percent (100%) no later than the 28th week; and
- Each Client enrolled is visited by a nurse home visitor throughout her pregnancy and the first two years of her child's life.

B. Nurse home visitors. Each nurse home visitor will:

- Be a Registered Nurse with a Baccalaureate Degree in Nursing, as minimum qualifications;
- Attend education sessions conducted by NFP staff, covering pregnancy, infancy, and toddler Home Visit Guidelines and other Program Information;
- Follow the NFP Home Visit Guidelines, which specify the appropriate visit schedule, the desired structure and content of each visit, and Program assessments and interventions to be used;
- Apportion home visit time among content domains within the ranges specified;
- Employ the clinical methods promoted by the Program, i.e., strengths-based, solution-focused strategies for forming empathic

- relationships with parents and promoting adaptive behavior change;
- Carry a caseload of no more than twenty-five (25) families per full-time employee;
- Work at least half time (twenty [20] hours per week) on the Program; and
- Collect data about activity, visit content, mothers, and children according to the schedule and procedures specified in the NFP Data Collection Manual.

C. Program Supervisors. Each Program Supervisor will:

- Be a Registered Nurse with a Baccalaureate Degree in Nursing, as minimum qualifications;
- Attend education sessions conducted by NFP staff, covering pregnancy, infancy, and toddler Home Visit Guidelines and other Program information, as well as nurse home visitor supervision;
- Carry a supervisory load of no more than eight nurse home visitors (per full-time Program Supervisor);
- Work at least half time (twenty [20] hours per week) on the Program;
- Use Program Reports to assess and manage areas where systems, organizational, or operational changes are needed in order to enhance the overall quality of Program operations and to inform reflective supervision with each nurse;
- Meet one-on-one with each nurse home visitor at least weekly to

provide clinical supervision, preferably in person but by telephone where travel constraints limit nurse or Program Supervisor mobility;

- Conduct at least four (4) team meetings per month: two (2) to discuss Program implementation and two (2) case conferences to identify client problems and solutions;
- Invite experts from other disciplines to participate in case conferences whenever cases require such consultation;
- Make a minimum of one (1) home visit every four (4) months with each nurse; and
- Develop and convene at least quarterly a Community Advisory Board with diverse representation from the community and dedicated specifically to the Site's implementation of the NFP Program.

D. Administrative Support. Each Site will employ a person (at least five tenths [0.5] full-time equivalents per one hundred [100] mothers enrolled) to provide support to the nurse home visitors and Program Supervisor, including:

- Ensure that data about nurse home visitor activity, visit content, mothers, and children are entered into the ETO system completely and accurately on a timely basis; and
- Provide general administrative support.

E. Implementing Organization. The Program will be located in and run by an organization known in the community for being a successful provider of

services to low-income families.

5. CONTRACTOR RESPONSIBILITIES: During the term of this Agreement, Contractor shall provide County with the following activities and/or services to support the program:

A. OBLIGATIONS

- Grants to County a non-exclusive limited right and license to use the Proprietary Property for the purpose of carrying out County's obligations under this Agreement in the geographic area within which nurse home visitors serve Clients.
- Will provide support to help County implement the Program.
- May, from time to time, request that County collect additional data and/or participate in research or evaluations initiated by Contractor and intended to help improve the Program.
- Shall submit invoices to County for services provided, listing a date of provision, a description of each such service, and amounts based upon the program budget(s) provided in the Schedule(s) attached hereto.

B. Provides support to help County implement the Program with Fidelity to the Model including:

- Materials to help Site:
 - Maintain the Site's work space;
 - Maintain telecommunications and computer capabilities;

- Recruit and hire Program Supervisors, Nurse Home Visitors, and administrative support staff;
- Build and maintain a network of sources who may refer low-income, first-time mothers to Site;
- Facilitate enrollment of Clients;
- Build and maintain a network of social services that can provide support to Site's Clients;
- Work with media;
- Inform the community and build support for Site, the Program, and Program Benefits;
- Establish and maintain strong, stable, and sustainable funding for Site operations;
- An ETO users' manual which provides instructions describing what data must be collected for the ETO by Site staff, how that data must be entered into the ETO, and how reports can be obtained. Contractor may modify the ETO users' manual from time to time and will provide County with updated versions on a timely basis;
- Access to an internet-based discussion forum with other entities that are implementing the Program;

C. Provides ongoing support to County via telephone and email during Program implementation and operation, including:

- Consultation with respect to topics such as human resources, developing community support, keeping interested constituencies informed about progress and results, planning and implementing expansion, and sustaining and increasing funding;
- Clinical consultation for Program Supervisors and Nurse Home Visitors;
- Consultation regarding data collection, entry, management, and interpretation; and
- On-site consultation as is mutually deemed necessary and appropriate.

D. Provides a description of education programs, both required and optional, and a schedule of upcoming education events and locations.

Contractor may modify the specific names, descriptions, and content of education programs, as well as their schedule and locations from time to time and will inform County of such modifications on a timely basis.

E. Provides education to Program Supervisors and nurse home visitors at dates and locations to be determined by Contractor. Education will cover the following topics:

- The Program, Program Benefits, and Model Elements;
- Use of the ETO, including data collection, entry, management, and interpretation;

- Implementation of the Program using the NFP Visit Guidelines and associated tools and materials;
- Knowledge and skills needed by the NFP Program Supervisor; and
- Other aspects of the Program that NFP believes are warranted for successful Program implementation by the staff at Site.

F. Provides Home Visit Guidelines and other materials to help Program Supervisors and nurse home visitors implement the Program with Fidelity to the Model Elements. Contractor may modify the Home Visit Guidelines from time to time and will provide County with updated versions on a timely basis.

G. Provides support for County's use of the ETO, including:

- Monitoring the County's data collection and entry activity and quality and providing feedback to County as appropriate;
- Maintaining and supporting ETO software;
- Upgrading ETO software when deemed necessary by Contractor; and
- Technical assistance via telephone or e-mail to support County's use of the ETO.

H. Provides on demand access to ETO reports Contractor deems commercially reasonable and necessary to meet the needs of County and entities to which County may be obligated to provide such information. Subject to applicable State and federal laws, if any, such reports include:

- Site Activity. Reports designed primarily for Program Supervisors and nurse home visitors to help them manage nurse home visitor activity.
- Quality Improvement. Reports aimed to help County improve Fidelity to the Model including reports designed (1) to assist Program Supervisors and nurse home visitors identify and prioritize actions for improving Program outcomes, and (2) to help Contractor staff assess how County is performing with respect to Fidelity to the Model.
- Program Outcomes. Reports designed to help Program Supervisors and funding decision makers assess the effectiveness of the Program as applied to County's particular circumstances.

These reports are available from the ETO Website on demand. Contractor may modify the ETO reports from time to time.

I. Will provide artwork and color and usage guidelines to help County develop and produce communications materials that properly use the Contractor trademark, logo, tag lines, and other copyrighted or otherwise protected language, images, and materials controlled by Contractor.

J. From time to time, Contractor may engage either internal or external auditors to evaluate the performance of the County. Each County Site will cooperate fully with any quality audit that is undertaken by or on behalf of

Contractor.

6. COUNTY RESPONSIBILITIES: During the term of this Agreement, County shall provide the following activities and/or services to the Program:

A. OBLIGATIONS.

- Will make best efforts to implement the Program with Fidelity to the Model and will undertake the steps described in this Agreement in order to do so.
- Will take all appropriate steps to maintain client confidentiality and obtain any necessary written consents for data analysis or disclosure of protected health information, in accordance with applicable State and federal laws, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary.
- Will make reasonable efforts to collect additional data and/or participate in research initiated by Contractor and intended to help improve the Program.
- Will protect all Proprietary Property that belongs to Contractor or its licensors.
- Will not duplicate and will prohibit distribution of or access to Home Visit Guidelines and the ETO to any individual or organization not party to the administration and operation of the Program. County agrees to make no changes or alterations to the ETO software, and

to allow only trained, authorized users to access the ETO Website.

If a person leaves County's employ, County will retrieve all

Proprietary Property that the person may have in their possession

and notify Contractor so departing employee's access to ETO can

be terminated.

B. To ensure that the Program is implemented with Fidelity to the Model, County will undertake the following actions during ongoing operation: County will:

- Set up an appropriate workspace for staff who are to implement the Program;
- Establish appropriate telecommunications and computer capabilities for staff;
- Recruit and hire Program Supervisors, nurse home visitors, and administrative support staff;
- Establish a network of referral sources who may refer low-income, first-time mothers to Site;
- Enroll clients that meet the criteria specified in the Model Elements.
- Establish a network of social services that can provide support to Site's Clients;
- Work with media to ensure timely and accurate communication to the public about the Program and its implementation by Site;
- Inform the community and build support for Site, the Program, and

Program Benefits;

- Establish strong, stable, and sustainable funding for Site operations;
and
- Utilize Contractor's Internet-based discussion forum to share
learning with other entities that are implementing the Program.

C. Will keep Contractor informed of implementation issues that arise.

D. Will ensure that all Program Supervisors, nurses, and administrative staff attend, participate in, and/or complete education programs required by Contractor, do so on a timely basis, and, upon completion, demonstrate a level of competence deemed satisfactory by Contractor.

E. Will ensure that no Nurse Home Visitor is assigned a case load or makes a Client visit (except in the company of a NFP-trained nurse home visitor) until after she/he has completed education on the Program, Program Benefits, Model Elements, use of the ETO, and implementation of the Program for mothers who are pregnant.

F. Will implement the Program in accordance with Home Visit Guidelines including:

- Ensure enrollment of 23 to 25 first-time mothers per full-time
Nurse Home Visitor within nine months of beginning
implementation and make best efforts to maintain that level of
enrollment on an ongoing basis;
- Ensure that each full-time Nurse Home Visitor carries a caseload

of not more than twenty-five (25) active families;

- Maintain the established visit schedule; and
- Ensure that the essential Program content as described in the Home Visit Guidelines is covered with Clients by nurse home visitors.

G. Will ensure the availability of appropriate, fully functioning computer systems and software at County for use of the ETO and for communication with Contractor by email.

H. Will ensure that Program Supervisors and nurse home visitors collect required data for the ETO and enter it completely and accurately on or before the last day of each calendar month, taking all appropriate steps to maintain client confidentiality and obtain any necessary written permissions or agreements for data analysis or disclosure of protected health information, in accordance with HIPAA (Health Insurance Portability and Accountability Act of 1996) regulations, including, but not limited to, authorizations, data use agreements, business associate agreements, as necessary. Failure of County to comply with any applicable provision of HIPAA will constitute a breach of this Agreement.

I. Will ensure that Program Supervisors:

- Aim to develop a supportive relationship with the nurse home visitors she/he supervises;
- Meet one-on-one with each nurse home visitor at least weekly to provide clinical supervision using reflection, preferably in person

but by telephone where travel constraints limit nurse or Program Supervisor mobility;

- Run activity reports and quality improvement reports from the ETO Website on a timely basis (typically monthly); use such reports to assess areas where systems, organizational, or operational changes are needed in order to enhance the overall quality of program operations; and develop and implement action plans based on such assessments.

J. Will develop a Community Advisory Board with diverse representation (for example, health, mental health, education, criminal justice, youth, business, social services, faith-based leaders, other prominent community organization leaders) to ensure broad-based community support for County's implementation of the Program.

K. Contractor will periodically assess the extent to which County is implementing the Program with Fidelity to the Model. When such assessment indicates opportunities for County to improve its results by strengthening Fidelity to the Model, Contractor staff will meet with Program supervision and mutually develop a plan to do so.

L. Arrange and provide Nursing Child Assessment Satellite Training ("NCAST") for nurses and supervisory staff involved in the Program before or approximately six (6) to eight (8) weeks following the initial core training. Additional nurses beyond the designated Program staff may attend this training

as determined by County.

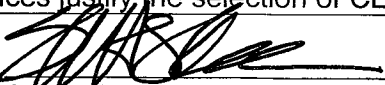
M. RESTRICTIONS ON COUNTY

- Subcontracting. County shall not subcontract any of its obligations or responsibilities under this Agreement without the prior written consent of Contractor. County may continue to fulfill its obligations under subcontracts currently in effect at the time of execution of this Agreement. County currently has an Agreement with City of Long Beach and a Memorandum of Understanding with the Los Angeles County Unified School District for the provision of Nurse-Family Partnership program services.

SCHEDULE 1**LOS ANGELES COUNTY – DEPARTMENT OF PUBLIC HEALTH
NURSE-FAMILY PARTNERSHIP PROGRAM****Nurse-Family Partnership
FY July 1, 2011- June 30, 2012**

DESCRIPTION	COST PER UNIT	TOTAL UNIT	BUDGET
Nurse Home Visitor Education			
Initial Nurse Home Visitor Education	\$3,950.00	24	\$94,800.00
NFP Program Supervisor Education			
Initial Supervisor Education	\$713.00	2	\$1,426.00
Nurse Home Visitor Educational Materials			
NFP Home Visit Guidelines and supporting materials for nurse home visitors or NFP Program Supervisors registers for Unit 1.	\$502.00	24	\$12,048.00
EDUCATIONAL FEES: PROJECTED			\$108,274.00
Ongoing NHV Education Fee	\$1,526.00	6	\$9,156.00
Ongoing NFP Nurse Home Visitor education, resource library, conference calls, web forums, and regular updating of NFP Home Visit Guidelines and supporting materials. Calculated per team(s).			
Annual Technical Assistance	\$8,816.00	1	\$8,816.00
Program development and management support, professional development support. ETO System (ETO) usage and Support, access to ETO reports, usage of Nurse Family Partnership name, logo, and related materials.			
CONTRACTUAL BUDGET			\$17,972.00
TOTAL COSTS:			\$126,246.00

SOLE SOURCE CHECKLIST
City of Long Beach
Nurse-Family Partnership Program Services Agreement

Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES
	<i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
✓	➤ Other reason. Please explain:
<p>Justification: The City of Long Beach (CLB) is an incorporated city that maintains its own public service system. They have participated under a signed memorandum of understanding (MOU) with the Department of Public Health (DPH) Nurse-Family Partnership Los Angeles (NFP-LA) since February 2000 by hiring its own public health nurse (PHN); they do not allow DPH PHNs to provide services within its jurisdiction. CLB recently lost funding for its PHN. With funds from an MOU between DPH and the Department of Mental Health (DMH), DPH is entering into an agreement with CLB to continue to provide NFP services within the very high risk areas of Long Beach (Service Planning Area 8), as outlined in the MOU. DMH has been notified of our intent to enter into this agreement to meet their specific requirements outlined in the MOU. CLB's experience in providing NFP services since 2000 as well as being approved and fully trained by NFP in Denver, Colorado, proprietor of the NFP program model, to provide these services justify the selection of CLB for this sole source agreement.</p>	
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Sheila Shima Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> 4/19/11 Date </div> </div>